

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 240

1 ARBITRATOR HABERFELD: And therefore

2 what?

3 MR. WHITE: The only -- so the probative

4 value of the printouts is perhaps redundant. It's

5 just showing documents reflecting what

6 Mr. Randazza testified.

7 ARBITRATOR HABERFELD: So it would be

8 corroborative --

9 MR. WHITE: Yes.

10 ARBITRATOR HABERFELD: -- of his

11 testimony?

12 I'm going to reserve that in the event

13 that it's challenged, I will give you another shot

14 at corroborating.

15 MR. WHITE: Yes, Your Honor.

16 ARBITRATOR HABERFELD: But right now, no.

17 BY MR. WHITE:

18 Q. Let's talk about some of the other claims

19 regarding your other matters, Mr. Randazza. You

20 testified before about how common it was in the

21 industry for the people representing pirates to

22 make these offers to try to conflict you out or to

23 offer what you might colloquially call bribes.

24 Do you remember that?

25 A. Yes.

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 241

1 Q. So did that happen with TNAFlix as one of  
2 the -- one of the matters they cited?

3 A. Yes, it did.

4 Q. Now, in that case, was there an issue of  
5 some purported buyer that might be interested in  
6 buying?

7 A. There was.

8 Q. And did you bring that up to the counsel  
9 for TNAFlix?

10 A. I did.

11 Q. What was the purpose in negotiation of  
12 raising this issue of potential buyer?

13 A. Probing information about them, try to  
14 get them to get excited about getting a buyer, up  
15 the amount of the settlement agreement.

16 Q. Was there any buyer that you knew of?

17 A. Nobody that I had in mind.

18 Q. Was it hypothetically possible there  
19 could be a buyer someplace?

20 A. Of course, it's hypothetically possible.  
21 But not like I had a buyer who said, I want to buy  
22 a Website that you just sued.

23 Q. So the respondents have submitted  
24 exhibits showing a discussion back and forth  
25 between you and TNAFlix counsel --

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 242

1 A. Yes.

2 Q. -- about possibly brokering the sale and  
3 who would get the percentage of what?

4 A. Uh-huh, yes.

5 Q. Did you understand during any of this  
6 that that was actually ever going to amount to  
7 anything?

8 A. This, like anything with Val Gurvits,  
9 it's always very suspect. So, no, I did not  
10 expect it would ever amount to anything except  
11 perhaps Val telling TNAFlix to up the amount of  
12 settlement.

13 Q. Now, we talked about Megaupload and the  
14 discussion in that case, as well?

15 A. Yes.

16 Q. Did you expect the negotiations there  
17 with the opposing counsel to result in anything  
18 actually going to you as opposed to Liberty?

19 A. No, I did not.

20 Q. You occasionally go as far as to  
21 produce -- create documents kind of playing along  
22 with the other side?

23 A. Yes.

24 Q. What was your ultimate purpose in doing  
25 that?

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 243

1 A. To get the most I could in the settlement  
2 that I was working on at the time.

3 Q. Let's talk about XVideos.

4 A. Yes.

5 Q. What was XVideos?

6 A. A tube site.

7 Q. Like the tube site you testified about  
8 this morning?

9 A. Yes. Not just was, but is.

10 Q. Did you ever make a proposal to  
11 Mr. Gibson about a joint effort against XVideos, a  
12 joint suit against XVideos?

13 A. There was some discussion of that.

14 Q. Would you look at Exhibit 28, please?

15 A. All right. I'm there.

16 Q. Please let me know when you've reviewed  
17 it and you recognize what it is?

18 A. I have reviewed it.

19 Q. Is this an e-mail from you to Mr. Gibson  
20 about a proposed lawsuit against XVideos?

21 A. It is.

22 Q. And why at this time, January 2010, was a  
23 lawsuit against XVideos feasible?

24 A. Well, Gill was going to do most of the  
25 work, and so I -- I was relying in large part on

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 244

1 his representations that it was a good suit.

2 Q. What would the cost be under this  
3 proposal to Liberty?

4 A. \$5,000.

5 Q. What did you anticipate was the likely  
6 outcome?

7 A. Well, at that point we thought we would  
8 at least get the \$5,000 back, but probably get  
9 more back. And, you know, a lot of it, I was  
10 listening to Gill at the time as to it being a  
11 good target.

12 Q. Now, did you subsequently learn more  
13 about XVideos?

14 A. I did.

15 Q. Did they ever approach you to see if you  
16 would represent them?

17 A. Actually, I got approached by their  
18 French counsel.

19 Q. And on what subject?

20 A. There was no interest in this case here,  
21 so I kind of put this aside, and we weren't going  
22 forward with it. But he asked me if I would -- if  
23 I knew Gill, and that if I could speak to Gill on  
24 behalf of him and his client, because Gill was  
25 making some threats to them.

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 245

1 I knew this French lawyer for a number of  
2 years, actually. His name escapes me. I can look  
3 it up tonight. But he -- he and I used to have  
4 drinks at meetings from time to time that he would  
5 always show up at.

6 Q. Did you eventually represent XVideos in  
7 that matter that was brought to you?

8 A. Yes.

9 Q. And who -- well, what did you do for them  
10 in that matter?

11 A. The primary responsibility for it was  
12 handled by Jessica Christensen. But she  
13 negotiated with Gill to resolve the dispute  
14 between his clients and XVideos.

15 Q. And in the course of settling that, was  
16 anything done to the way that XVideos did  
17 business?

18 A. Yes.

19 Q. What was that?

20 A. XVideos -- you know, at the time -- let  
21 me give you a little background so the answer  
22 makes sense.

23 But at the time there was this program  
24 that has since completely flopped. But at the  
25 time, there was a program called Vobile. And what

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 246

1 Vobile was purporting to do, was it was going to  
2 create a video fingerprinting database. And every  
3 adult entertainment company that would join it was  
4 supposed to upload all of its movies to this  
5 database, which would then reduce their movies  
6 into a digital fingerprint, kind of like the  
7 hashtag we talked about earlier with torrenting.

8           So every video can be reduced to this  
9 harsh value. It's a numerical value that a  
10 computer will recognize. So what the theory was  
11 is that Vobile would go out and sign up studios  
12 that produced movies and tube sites that had  
13 uploaders uploading the movies, and in order to  
14 upload a movie, it would have to go through this  
15 fingerprinting database.

16           Now, upon doing that, if it tripped a  
17 wire that this is one of our protected videos, it  
18 would then go on to whatever your -- what they  
19 referred to them as Vobile rules, and your Vobile  
20 rules could be really whatever you wanted them to  
21 be. Let's say somebody uploaded your entire  
22 one-hour movie, well, Vobile could then either  
23 trim it to three minutes if you wanted it to just  
24 be a trailer, or Vobile could turn it into a  
25 completely different movie, like you could make a

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 247

1     PSA saying, Why are you trying to steal our  
2     movies? Or you could even just have it reject it.

3             So the person would spend all this time  
4     uploading the movie, and then it would get there,  
5     and it would say, This movie is no longer  
6     available. Seemed like a great idea. In fact,  
7     one of the options for it was also that it would  
8     turn the movie into a sponsored link, that then  
9     the studio would make money from. So,  
10    essentially, you are harnessing the pirates out  
11    there, who are all the people uploading the stuff  
12    to your Website, as your own sales force.

13         Q. Did you think at the time that this was  
14     something that if widely adopted would benefit  
15     Liberty?

16         A. Yeah. I mean, it would have -- had it  
17     worked, it would have eliminated all of the piracy  
18     by users of tube sites, or it would have simply  
19     turned them into a force for making money for  
20     Liberty and other similarly situated studios.

21             But in order to do that, both parties had  
22     to join the Vobile program and then agree that  
23     they would -- the movie studios had to upload  
24     their content to the fingerprinting database, and  
25     the tube site had to somehow be encouraged to join



Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 248

1 Vobile, and their motivations were somewhat  
2 limited.

3 Q. So how would you convince XVideos in this  
4 situation to join it?

5 A. Well, at this point, Gill was suing them,  
6 and one option was, Why don't we get them to  
7 become the inaugural tube site using Vobile, and  
8 then I can get Corbin Fisher in as one of the  
9 inaugural studios to use Vobile, and then we are  
10 the first ones to do this, maybe we get advanced  
11 position in the market on it. It seemed like a  
12 really good idea.

13 Q. Did Corbin Fisher ever adopt Vobile?

14 A. Sort of. They -- they agreed to join the  
15 program, and then they had -- there was somebody  
16 there who was supposed to be uploading the videos  
17 to the fingerprint database, but it was always  
18 behind, and never really got done, so we only had  
19 a few videos in it. I couldn't tell you what  
20 percentage, but I'm sure it was less than half,  
21 and that's less than half at the time we started.  
22 I don't think anything going forward was ever  
23 uploaded.

24 Q. Did Mr. Gibson ever make any decision  
25 about continued participation in Vobile?

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 249

1           A.    You know, we often went back and forth on  
2   it.  He -- usually the explanation to me was we  
3   don't have the resources or the manpower to upload  
4   these videos to Vobile.

5           Q.    Now, after you started representing  
6   XVideos on that --

7           A.    Yes.

8           Q.    -- was there ever a situation when some  
9   of Corbin Fisher's property might have been  
10  uploaded onto that tube site?

11          A.    Oh, yeah.

12          Q.    And at that stage, so we're talking now  
13  in 2011?

14          A.    Yes.

15          Q.    What was the appealability of XVideos as  
16  a target itself of a lawsuit?

17          A.    It was not a good one.  They didn't have  
18  a membership area, so there was no -- they weren't  
19  selling memberships, like the GLBT sites, the ones  
20  that we got the default judgment against because  
21  they were committing discovery violations.

22                So tracing their money was extremely  
23  difficult.  Even having worked for them, I didn't  
24  know where the heck their money was.  Also, they  
25  were based offshore, and they had a pretty robust

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 250

1 policy. In fact, they didn't like the idea of  
2 Vobile because they, themselves, had a better  
3 fingerprinting system.

4 So with their fingerprinting system and  
5 Vobile's fingerprinting system, I'm going to have  
6 to show secondary liability. I'm going to have to  
7 show that this Website was a willing and active  
8 participant in the piracy and not just providing  
9 the Website, kind of like YouTube.

10 YouTube isn't going out there and doing  
11 this. So I'm going to have to show that they were  
12 actively courting piracy, when meanwhile they had  
13 adopted a system that was better than the industry  
14 standard that we were trying to do, and then they  
15 adopted the industry standard.

16 It was a -- you know, it was -- it was a  
17 pretty bad mission, plus they had already settled  
18 with Gill. And at that point, like I said before,  
19 you don't want to be the second one going after  
20 one of these sites because then they just realized  
21 that they are just going to get the death of a  
22 thousand cuts.

23 Q. Was the Free Speech Coalition involved in  
24 pushing Vobile?

25 A. Yes, yes. The Free Speech Coalition is

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 251

1 the industry trade organization for the adult  
2 entertainment industry. So they saw Vobile, as  
3 well, as a way that we could possibly do something  
4 about movies being uploaded to tube sites.

5 Q. Would you please take a look at  
6 Exhibit 43?

7 A. Okay. I'm there.

8 Q. Do you recognize what this is?

9 A. Yes. It's an e-mail exchange between  
10 Andrew Rasmus and I.

11 Q. So at the bottom, this looks likes he's  
12 sending links to you at XVideos; is that right,  
13 and asking, Can we go after them?

14 A. Yes.

15 Q. And can you explain your response?

16 A. Yes. I was explaining the Vobile system  
17 to him. I was explaining that Jessica and I had  
18 personally had them sign up for Vobile.

19 Q. What did you mean by, Thus, making an  
20 ethical problem if we sue this particular Website?

21 A. Well, that we had represented them, so  
22 that seems to be a problem, as well.

23 Q. There was reference in --

24 A. But also I felt like -- I felt like we  
25 had a problem if we were part of jamming Vobile

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 252

1 down their throat, how are we going to wind up  
2 suing them? I mean, it would have looked very bad  
3 for us. Not only that, I was afraid that we would  
4 have prevailing party attorney's fees turn back on  
5 us.

6 Q. And you said something before that, you  
7 say, I personally shoved Vobile down their throat  
8 for the Free Speech Coalition.

9 A. Yes.

10 Q. What did that mean? Did you mean to  
11 convey that you were representing the Free Speech  
12 Coalition?

13 A. No, because I never represented FSC. I  
14 guess FSC -- it was an FSC project, and they were  
15 aware of that, because we were a member of FSC.

16 Q. So when you are saying you are shoving it  
17 down their throat, are you talking about  
18 convincing them as your client?

19 A. Yes. I should have made that a little  
20 more clear there.

21 Q. Now, do you know -- well, first of all,  
22 let me go forward. Mr. Rasmus is saying there is  
23 no DMCA agent in this e-mail.

24 A. Yes.

25 Q. Do you see that?

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 253

1 A. Yes.

2 Q. What's the significance of that in terms  
3 of whether or not the tube site is a good target  
4 for Liberty?

5 A. Well, one, I don't think he was correct  
6 on that, because I am reasonably certain that they  
7 had a DMCA agent, and I'm certain they had one by  
8 then.

9 Also, if you have a DMCA agent, that's  
10 where you send takedown notices to. So if you  
11 have the -- what is it, you sign up, you put a  
12 DMCA agent on this public database, and that's  
13 where you can send your takedown requests. It  
14 would be an absolute defense to liability if you  
15 have a DMCA agent, somebody sends you a takedown  
16 request to that DMCA agent, and then you take it  
17 down.

18 So if you don't have one, it doesn't mean  
19 you are liable, but it makes it -- it gets rid of  
20 that absolutely defense.

21 Q. Was it still possible if you could  
22 identify uploaders to tube sites to sue them?

23 A. Of course.

24 Q. And did Liberty ever do that?

25 A. We never sued, to the best of my

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 254

1 recollection, an uploader to a tube site. I mean,  
2 it was so long ago. There are so many cases. We  
3 may have, but I have no recollection of suing an  
4 individual uploader.

5 Wait, wait, wait. No, I do have a  
6 recollection. We did sue some uploaders. We sued  
7 them by their fictitious names, by their screen  
8 names on the tube sites, and sought early  
9 discovery on them. I'm pretty sure we did it in a  
10 case called Sun Porno, which was going on at the  
11 time of my termination. I'm not sure to what  
12 extent the company continued to pursue those  
13 uploaders at that time.

14 Q. Let me ask you, did you -- do you  
15 remember whether or not you informed Mr. Gibson or  
16 Excelsior that you were representing XVideos in  
17 that particular matter?

18 A. I don't recall making that clear or  
19 unclear disclosure.

20 Q. Did you get a written conflict waiver  
21 from them?

22 A. No.

23 Q. Would you please take a look at  
24 Exhibit 55? That would be in the second volume.

25 A. Okay. Got it.

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 255

1                   ARBITRATOR HABERFELD: One moment,  
2     please.

3                   Go ahead.

4     BY MR. WHITE:

5           Q.     Do you remember what this e-mail is  
6     about?

7           A.     Yes.

8           Q.     So it starts with an e-mail about some  
9     sort of clip at XVideos that might be infringing,  
10    correct?

11          A.     Yes.

12          Q.     What's the reason for your response?

13          A.     Around this time, or maybe before, I had  
14    a meeting with everybody at the company who worked  
15    on DMCA takedown issues. And it was always a  
16    concern of mine if we were seen as going after  
17    fair use, because there was -- at this time, you  
18    know, this -- this law has receded a little since  
19    then. But there was a case calls Lenz versus  
20    Universal, that's L-e-n-z. In that case,  
21    Mrs. Lenz filed a lawsuit under 17 USC Section  
22    512(f) of the DMCA.

23                 And this is -- you know, the DMCA can  
24    actually sting you backwards as a copyright owner.  
25    If you file a bogus or unsupportable DMCA takedown



Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 256

1 notice, you are liable under 17 USC Section 512

2 (f).

3 Lenz versus Universal was one where  
4 Universal Music got sued because they -- it was  
5 very clearly fair use, and on a motion to dismiss,  
6 it seemed that the law was -- the law had  
7 developed that if -- you just had to not consider  
8 fair use or it had to be obvious fair use.

9 So what I directed at the company was  
10 that before anybody did a takedown -- in fact, I  
11 think we changed the online form that we used to  
12 report piracy links to have a checkbox that says,  
13 I have considered fair use. And what I directed  
14 was I've considered fair use, and it's not fair  
15 use. I've considered fair use, and it is fair  
16 use, in which case it is nothing. Or I'm not  
17 sure, and I'm referring it to the attorney.

18 Q. So was this an example of a particular  
19 video that you thought might have a fair use  
20 argument?

21 A. Yeah. I wanted to -- I wanted to help  
22 the people on this distribution list understand  
23 what fair use looked like. So here, while this  
24 video was up on XVideos, mind you that it's not  
25 them who uploaded it, it's a third party. So the

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 257

1 question is: Do we have a claim at this point  
2 against that user who uploaded that video?

3 And it was my assessment that that is  
4 very clearly fair use, because the person who  
5 reported it to us hadn't considered that. And  
6 what it is, it's got two clips of the films ending  
7 around 18 minutes and 30 seconds. I don't know  
8 how long this video was in the first place, but  
9 it's essentially got -- if I remember this, and  
10 I'm, you know, recalling looking at the e-mail  
11 here to refresh my memory, but it was a very long  
12 video with like three second shots from a whole  
13 bunch of porn videos.

14 So they were all the -- well, you can see  
15 the descriptive title there. It doesn't take a  
16 lot of imagination to see what it was. But that  
17 would usually represent about two to four seconds  
18 of a video.

19 So if you use two to four seconds of a  
20 20-minute movie, you are going to have a very hard  
21 time saying that that's copyright infringement.  
22 So if we filed a DMCA notice on this, that party  
23 who uploaded that would have had a 512(f) claim  
24 against the company, and win or lose, what we're  
25 going to look like is anti-expression bullies, and

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 258

1 we're going to look bad, and we're potentially  
2 going to have to pay attorney's fees to that party  
3 and damages.

4 Q. Has the scope of the law changed any  
5 since that time, 2011?

6 A. It's become a little harder to prove a  
7 512(f) claim, but I think even now this claim, I  
8 would say don't do this, when -- as I said here,  
9 when the report does state that it's a  
10 compilation, we should err on the side of not  
11 taking it down.

12 Q. Another claim that's been made is about  
13 your spending time working on your individual  
14 clients as opposed to Excelsior work.

15 A. Uh-huh.

16 Q. Did you get -- do you recall the -- you  
17 looked at first your contract with Excelsior that  
18 had the disciplinary steps?

19 A. Yes.

20 Q. Did you get any written statements of  
21 discipline saying that you were not getting  
22 something done that needed to be done?

23 A. Neither record or recollection of that.

24 Q. Do you recall any verbal counseling that  
25 you were not getting things -- completing tasks

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 259

1 because you were spending too much time on private  
2 clients?

3 A. None.

4 Q. Do you have a sense of how much time you  
5 spent on Excelsior year-to-year in terms of -- in  
6 compared to, say, a 40-hour workweek?

7 A. Well, are we saying Excelsior or are we  
8 saying Corbin Fisher?

9 Q. Let's say all the Corbin Fisher  
10 companies.

11 A. You know, on average, 40-plus hours per  
12 week.

13 Q. All right. Was there ever a time when  
14 maybe for a month or two that would drop if you  
15 had something busy going on in a private case?

16 A. No. I can -- you know, maybe at worst on  
17 a -- there might have been a day when I had a lot  
18 going on in a private case, and I would wind up  
19 either staying late that night or making it up on  
20 the weekend.

21 Q. Would you ever -- would you notify the  
22 company when you were using your paid time off  
23 days?

24 A. Yeah, but I wouldn't -- I don't think I  
25 ever said in particular I'm taking PTO today to do

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 260

1 something for an outside client. I would just  
2 take PTO.

3 Q. Would you take a look at Exhibit 56,  
4 please?

5 A. Yes. I see that.

6 Q. Do you have it before you?

7 A. I do.

8 Q. Do you recognize that e-mail exchange?

9 A. I do.

10 Q. Jason asks, Are you on campus today? You  
11 say, No. Took PTO.

12 A. Yes.

13 Q. Is this what you would do if you used one  
14 of your days in order to work on an individual  
15 matter?

16 A. Yes.

17 Q. And did you ever get any sort of  
18 complaints or counselings when you were there  
19 directed to you from the hierarchy?

20 A. That's an awful question. Any complaints  
21 at all?

22 Q. Okay.

23 ARBITRATOR HABERFELD: That's why we take  
24 more frequent breaks in the afternoon.

25 MR. WHITE: Yes.

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 261

1 BY MR. WHITE:

2 Q. You said that you didn't -- never got  
3 counseled through the counseling process on the  
4 issue of not getting things done?

5 A. Yes.

6 Q. Did you ever get counseled on any other  
7 issues, for instance, related to publicity?

8 A. Yes.

9 Q. What was that issue?

10 A. One time Mr. Dunlap spoke to me about  
11 some concerns that -- when I went to -- when I  
12 did, you know, media events and things like that,  
13 that I would simply use my name and not tout the  
14 company.

15 Q. Did you do anything corrective?

16 A. I did. You know, I think right about  
17 that time, I did a spot for CNBC on online piracy.  
18 And when they called me up to fact check and quote  
19 check all of the stuff in the piece, I insisted to  
20 them that they change my designation of Marc  
21 Randazza, adult entertainment attorney or First  
22 Amendment attorney, to Corbin Fisher general  
23 counsel.

24 Q. Did any counseling like that from  
25 Mr. Dunlap or Mr. Gibson come to you saying --

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 262

1 identifying any particular tasks you hadn't  
2 completed?

3 A. No, that never happened.

4 Q. Let me ask you as we approach the  
5 4:00 o'clock hour -- let me ask you about the  
6 client Bang Brothers.

7 A. Yes.

8 Q. What is Bang Brothers?

9 A. They are a porn company located in  
10 Florida.

11 Q. How would you compare their product to  
12 what Corbin Fisher produced?

13 A. Very different. Bang Brothers is sort  
14 of -- well, it attracts a different genre of  
15 sexual orientation, to start off. And so Bang  
16 Brothers is primarily straight porn. Corbin  
17 Fisher is sightedly not.

18 Q. And has Bang Brothers traditionally been  
19 sort of aimed at a different taste or market of  
20 sensibility?

21 A. Yeah, it's more of a -- you know, it  
22 tends to be more -- you know, almost -- some of it  
23 is almost comedy porn, if you can wrap your head  
24 around that.

25 Q. So did Bang Brothers ever approach you to

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 263

1 represent them as an outside client?

2 A. Well, I represented them since -- I mean,  
3 I have to check my records, but I think I  
4 represented them since 2005.

5 Q. Now, did there come a time when Excelsior  
6 was considering making a purchase of another site?

7 A. Yes. They wanted to buy SeanCody.com.

8 Q. What is SeanCody.com?

9 A. Sean Cody is probably, I'd say, their  
10 only real -- was their only real competitor. You  
11 know, their genre is what's known as gay for pay.  
12 At least the fantasy on -- on the videos is that  
13 these are straight men who are willing to engage  
14 in sex with other men for the right amount of  
15 money.

16 Q. And were you tasked in any way to setting  
17 up or financing that possible acquisition?

18 A. I was not tasked with it. I was in on  
19 the meetings where we were discussing possibly  
20 purchasing the -- purchasing this competitor.

21 Q. And did you ever suggest a possible  
22 financier?

23 A. Of course, yes. Because during the  
24 conversations, there was some talk of getting  
25 financing from a third-party, that my



Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 264

1 understanding was they were going to charge a,  
2 what I thought was a usurious interest rate on the  
3 borrowed funds. The number that I heard was 37  
4 and a half percent annually.

5 Q. So did you make any alternate  
6 suggestions?

7 A. I did. I suggested that Bang Brothers  
8 might be interested if I gave them a call in  
9 financing that, because I think they only needed  
10 about \$5 million. And, well, that's probably a  
11 lot to everybody here, that wasn't really a lot of  
12 money to Bang Brothers.

13 Q. Did you explain when you suggested this  
14 how you might have an in to suggest this to Bang  
15 Brothers?

16 A. I mean, it was so commonly known that I  
17 did -- I represented them, it was so often  
18 discussed. You know, in fact, I think -- in  
19 addition, I think I made a call from my cell phone  
20 to their general counsel in the middle of a  
21 meeting and said, you know, Hey, Mark, you know,  
22 do you think we could work on some kind of a deal  
23 for this. And his position was, Yeah, let's --  
24 let's talk about it.

25 That's as far as it got, but I was hoping

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 265

1 that at the very least, we could have a  
2 competitive bid on lending us the money to get  
3 that interest rate down, because we just -- can  
4 you imagine the maintenance costs on \$5 million at  
5 37 and a half percent a year?

6 Q. Let's talk about Eric Carrender.

7 A. Yes.

8 Q. Who is Eric Carrender?

9 A. He -- I don't remember what he did, but I  
10 know that he worked at the company at the same  
11 time I did.

12 Q. After you left the company, was there a  
13 time when he also left the company?

14 A. Yes.

15 Q. Did he -- did he reach out to you for  
16 assistance?

17 A. He did.

18 Q. Now, were you involved at all in -- let  
19 me restart that. Did he have harassment claims  
20 against the company?

21 A. He thought he did.

22 Q. Were you involved at all in the events  
23 underlying those claims? Had that ever been  
24 brought to your attention when you were at  
25 Excelsior?

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 266

1           A.    No.  Nobody ever even brought it up to  
2   me, which I found to be strange, since I was the  
3   general counsel at the time the events allegedly  
4   happened.

5           Q.    So did you give Mr. Carrender legal  
6   advice about whether his claims were good or not,  
7   or how he should pursue them?

8           A.    No.  I told him he had to talk to another  
9   attorney, and that I would refer him to somebody,  
10   but that I didn't want to talk about his actual  
11   claims.

12          Q.    Did you assist him in finding an  
13   attorney?

14          A.    Yes.

15          Q.    Did you make any suggestions for how to  
16   negotiate with an attorney when you are getting  
17   one?

18          A.    Yeah.  Eric was kind of rambling, and --  
19   you know, rambling character, and I could tell  
20   that he probably -- any attorney that practiced  
21   the way I do would probably look at him and say,  
22   Get out of my office, if you are going to talk to  
23   them that way.  So I told him to probably be a  
24   little more concise when he speaks to potential  
25   counsel.  And then I -- that's about the extent of

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 267

1 it.

2 Q. Let's talk about the Respondents' claim  
3 that you inappropriately contacted Chip Carter --

4 A. Yes.

5 Q. -- when he was an employee --

6 A. Right.

7 Q. -- at Excelsior.

8 A. Right.

9 Q. Had you worked with Chip Carter when you  
10 were at Excelsior?

11 A. Yes.

12 Q. And what did he do?

13 A. He did marketing and communications.

14 Q. And at the time you reached out to him,  
15 what were you seeking?

16 A. I had heard that there were Bar  
17 complaints filed against me that had been  
18 distributed to every employee at the company, and  
19 I wanted to see a copy of them.

20 Q. Now, from your observations, did you work  
21 with Chip in the sense of when you had -- when you  
22 had press releases that had legal issues?

23 A. Sometimes. Sometimes we sent them out  
24 without him reviewing them, sometimes he helped  
25 review and revise them.

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 268

1 Q. Did you observe that he had the apparent  
2 authority to send out press releases on his own?

3 A. He did not have that authority. In fact,  
4 he was threatened to being fired if he did so.

5 Q. Was that one of the e-mails that we  
6 looked at earlier today?

7 A. Yes.

8 Q. Did you have an understanding that he had  
9 the ability to bind the company?

10 A. No.

11 Q. Mr. Randazza, there was an incident in  
12 which you sent an e-mail that caused controversy.  
13 Can you just very briefly say what the background  
14 of that was?

15 A. Yes. This is what's known as the  
16 "thieving little shits" e-mail. During the -- as  
17 I said before, let's go back to the BitTorrent  
18 campaign, and this was very unpopular, and people  
19 who -- you know, there's a whole group of people  
20 who are what we call copyright abolitionists who  
21 believe that enforcing copyrights this way is  
22 inherently evil.

23 So somebody sent me an e-mail accusing me  
24 of trying to kill gay teenagers because if they  
25 got sued under this program, that they would then

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 269

1 commit suicide rather than be defendants in a  
2 lawsuit.

3 And I explained in this e-mail to this  
4 person I responded, and said, you know -- first of  
5 all, I don't remember the exact content of it, but  
6 I do remember saying that, you know, that was all  
7 kind of hooey. But, also, that Corbin Fisher does  
8 have a straight product, and while it isn't  
9 actually straight porn, Jason always explained it  
10 to me as it's -- it's straight cover so if there  
11 is a closeted gay guy who wants to look at Corbin  
12 Fisher stuff, he can point to that Website, that  
13 sub Website and say that he was looking at that so  
14 his wife doesn't know that he's looking at gay  
15 porn.

16 So I suggested that any thieving little  
17 shit who gets caught with this who doesn't want to  
18 be outed can just say that they were stealing  
19 that. That person turned out to be -- turned out  
20 to send that e-mail to a number of media outlets  
21 saying that I had called every gay teenager a  
22 thieving little shit.

23 Q. Did some of those media outlets publish  
24 it?

25 A. Yes.

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 270

1 Q. Did XBIZ publish it?

2 A. No. XBIZ declined to at my request.

3 Q. Did you apologize for this within the  
4 company?

5 A. I did. I fell on my sword about it.

6 Q. Would you look at Exhibit 44, please?

7 A. Sure. Yes.

8 Q. Do you recognize what this is?

9 A. Yes.

10 Q. What is it?

11 A. This is an e-mail that I sent out  
12 after -- what I had done was Vaughn Greenwalt  
13 was -- he is now a lawyer, but at the time Vaughn  
14 was a law clerk or intern that had come to work at  
15 the company under me. And what I did is I asked  
16 Vaughn to essentially independently critique my  
17 actions and how I had -- what had happened, how I  
18 did it, how I responded to it, and to give me a  
19 very objective opinion. Because, you know, I  
20 could very easily stand up and defend myself, but  
21 I wanted to have an independent review of it.

22 Q. After this, was there further formal  
23 discipline against you?

24 A. No. In fact --

25 Q. Was it something that the company tended

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 271

1 to bring up after this point in 2011?

2 A. Not really. It was -- you know,  
3 sometimes if there was some external -- if there  
4 was an interview to be granted or something,  
5 somebody would yell at me on the way out the door,  
6 Don't call anybody a thieving little shit, you  
7 know, on my way to court. I would get -- I would  
8 get made fun of about it.

9 Q. Is it fair to say sometimes they would  
10 joke about it?

11 A. Well, yeah.

12 Q. Would you look at Exhibit 380, please?

13 A. Yep.

14 Q. Do you recognize what that is?

15 A. Right, there you go. That's -- that's an  
16 e-mail from Jason to me.

17 Q. And he says, Obviously if you call anyone  
18 a thieving little shit at the event, then you can  
19 credit that one to your First Amendment attorney  
20 credentials?

21 A. Yes.

22 Q. With a smiley face?

23 A. Yes.

24 Q. Was that the sort of tone as time went by  
25 about that prior incident?



Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 272

1 A. Yes.

2 MR. WHITE: Your Honor, it's 3:58, and I  
3 could go into a different area, but it would  
4 probably be like a five to ten minute area.

5 ARBITRATOR HABERFELD: I'm okay with it,  
6 if you would like to, or we can recess. Whatever  
7 you prefer.

8 MR. WHITE: I'm fine with recessing now  
9 or whatever.

10 MS. KRINCEK: Okay.

11 ARBITRATOR HABERFELD: Okay. We'll be in  
12 recess until 9:00 a.m. tomorrow morning?

13 MR. WHITE: Yes, Your Honor.

14 ARBITRATOR HABERFELD: Okay. See you all  
15 then.

16 MR. WHITE: And just for the record, I've  
17 disclosed people I anticipate calling, depending  
18 on how far we get tomorrow. I understand from  
19 Ms. Krincek that under your order, the people I  
20 should anticipate possibly coming tomorrow would  
21 be Mr. Gibson and the other executives of the  
22 company; is that --

23 MS. KRINCEK: Yeah. I mean, I think  
24 between finishing your direct and my cross, it  
25 would probably take up the bulk of the day, and

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 273

1 then you are going to have Ron Green also testify,  
2 and then we'll move onto my witnesses after that.

3 MR. WHITE: Okay.

4 MS. KRINCEK: But Jason will be my first  
5 one, and then I'm not sure what order the rest of  
6 them will be.

7 MR. WHITE: Very well.

8 MS. KRINCEK: If you need me to pin that  
9 down more, let me know. I don't know that we'll  
10 get to them tomorrow.

11 MR. WHITE: That's fine. Thank you.

12 ARBITRATOR HABERFELD: Anything further  
13 before we recess?

14 See you all tomorrow morning.

15 (Thereupon, the proceedings  
16 were concluded at 4:00 p.m.)

17 \* \* \* \* \*

18

19

20

21

22

23

24

25

Arbitration Proceedings ~ Volume I ~ February 9, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 274

CERTIFICATE OF REPORTER

1

2

3 STATE OF NEVADA )  
4 ) SS:  
5 COUNTY OF CLARK )

6

7

8 I, Jo A. Scott, Certified Court Reporter, do  
9 hereby certify:

10

11 That I reported in shorthand (Stenotype) the  
12 proceedings had in the above-entitled matter at  
13 the place and date indicated. That I thereafter  
14 transcribed my said shorthand notes into  
15 typewriting, and that the typewritten transcript  
16 is a complete, true and accurate transcription of  
17 my said shorthand notes.

18 IN WITNESS WHEREOF, I have set my hand in my  
19 office in the County of Clark, State of Nevada,  
20 this 23rd day of February, 2015.

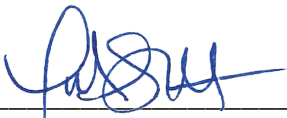
21

22

23

24

25

  
Jo A. Scott, RPR, CCR NO. 669

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 1

A				
<b>A.D</b> 46:8	<b>accountant</b> 189:18	<b>adjunct</b> 75:25	<b>afford</b> 20:21	241:15
<b>a.m</b> 3:2 272:12	<b>accounts</b> 163:9	<b>adjust</b> 83:17	193:22 196:7	<b>agreements</b> 20:7
<b>abated</b> 47:8	227:22	<b>adjusted</b> 137:15	<b>afraid</b> 18:14 46:18	68:21
<b>Abel</b> 96:19,21	<b>accurate</b> 66:22	142:25	47:15 195:8	<b>ahead</b> 48:6 52:18
<b>ability</b> 23:3 63:21	103:16 152:15	<b>admissibility</b>	252:3	60:14 161:15
64:13 80:21	201:1 274:14	210:25	<b>afternoon</b> 260:24	169:5 217:16
167:2,4 189:17	<b>accurately</b> 26:2,9	<b>admitted</b> 224:23	<b>agent</b> 252:23 253:7	220:22 255:3
189:21 227:24	43:25 44:22 45:4	<b>admitting</b> 211:16	253:9,12,15,16	<b>AIDS</b> 106:19
228:6,10 268:9	<b>accused</b> 76:19	<b>adopt</b> 169:2	<b>aggression</b> 49:6	<b>aimed</b> 262:19
<b>able</b> 20:21 23:3	204:25	248:13	72:9	<b>Air</b> 197:22
25:16 26:17 64:3	<b>accusing</b> 268:23	<b>adopted</b> 247:14	<b>aggressive</b> 47:14	<b>airport</b> 100:8,20
104:4 120:1	<b>acknowledge</b> 33:3	250:13,15	56:15 58:19	<b>al</b> 3:10
142:22 147:23	<b>acquisition</b> 263:17	<b>adult</b> 16:23 17:1,4	<b>aggressively</b> 53:12	<b>album</b> 143:14
167:14 194:20	<b>Act</b> 67:18 91:24	24:7 25:12 38:16	<b>aggressiveness</b>	144:1
195:10 200:19	<b>acting</b> 23:19	59:1 61:21 66:18	44:18 47:20	<b>albums</b> 143:12,19
214:7 225:18	<b>action</b> 227:4,10	81:16,20 86:4,5,9	52:25 61:1	144:10
231:11 239:15	228:18	124:7,14 150:16	<b>agitated</b> 121:18	<b>alcohol</b> 134:18
<b>abolitionists</b>	<b>actions</b> 229:22	170:3 220:14	<b>ago</b> 56:20 157:8	<b>Allan</b> 207:22,24,24
268:20	270:17	246:3 251:1	187:5 229:19	<b>allegation</b> 235:23
<b>above-entitled</b>	<b>active</b> 250:7	261:21	238:8,11 254:2	<b>allegedly</b> 60:8
274:10	<b>actively</b> 86:21	<b>advance</b> 166:16	<b>agree</b> 5:17 125:24	266:3
<b>absolute</b> 253:14	250:12	<b>advanced</b> 248:10	151:13 247:22	<b>allow</b> 143:6 215:20
<b>absolutely</b> 178:12	<b>actor</b> 42:13	<b>advancing</b> 167:19	<b>agreed</b> 8:20,21	<b>allowed</b> 7:20 26:5
191:10 253:20	<b>actors</b> 53:16	<b>adversarial</b> 15:7	23:24 82:24	<b>altered</b> 6:24
<b>abuses</b> 77:20 88:16	<b>actual</b> 228:22	204:22	151:16 166:5	<b>alternate</b> 264:5
<b>accept</b> 47:6 206:24	266:10	<b>advertised</b> 125:15	203:24 248:14	<b>alternating</b> 136:19
213:7	<b>ad</b> 83:6 84:19,19	<b>advertising</b> 84:14	<b>agreement</b> 19:15	<b>Amazon's</b> 198:8
<b>acceptable</b> 120:21	<b>Addison</b> 139:17	85:12	21:4 26:16 33:6,9	<b>ambiguous</b> 7:23
151:17	182:24 209:6	<b>advice</b> 76:15 93:7	34:17,23 35:13	<b>amended</b> 130:4
<b>accepted</b> 161:22	<b>addition</b> 100:22	94:12,21 266:6	35:19,21 36:1,10	<b>Amendment</b> 14:16
<b>access</b> 93:12 199:7	101:19 264:19	<b>advised</b> 9:24	36:12 56:17,20	15:1,9,22 16:4,18
210:20 214:3	<b>additional</b> 143:21	<b>advising</b> 76:20	56:21 156:14	16:25 261:22
215:16	217:10 218:1	<b>AEBN</b> 148:17	157:21 159:15	271:19
<b>accommodate</b> 8:10	222:8	164:25 165:1	160:8,18 161:10	<b>Amendment/inte...</b>
<b>account</b> 39:14	<b>additionally</b> 27:3	216:16,19 217:2	161:20 162:1	15:15
51:14 72:25	148:16	217:2 218:11	163:21 170:8	<b>Amherst</b> 14:4
142:15 167:6,8	<b>address</b> 10:5 52:20	220:21,25	172:6 173:13	<b>amicable</b> 43:1
167:10 171:12,14	65:16,16,17,25	<b>AEBN's</b> 165:3	184:16 188:1	<b>amicably</b> 182:7
173:13 185:11	69:9 71:24	<b>affairs</b> 23:19	216:21 218:5,8	<b>ammunition</b>
187:1 223:14,25	<b>addresses</b> 70:4,4	236:12	218:18 219:13,14	158:15
224:18	<b>adhere</b> 152:11	<b>affirmation</b> 10:10	219:15,16,16	<b>amnesty</b> 68:7,22
	<b>adhered</b> 56:24	12:21	226:17 227:3	69:13

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 2

<b>amount</b> 29:6,18,20 33:1,15 47:5,7 56:22 80:22 121:7 123:21 135:10 144:12 150:1 151:21 156:8 167:16 225:2 230:2,2 235:23 241:15 242:6,10,11 263:14	<b>antiskittle</b> 9:9 <b>Anton</b> 163:5 <b>anybody</b> 24:2 72:21 79:3 90:8 92:15 120:2 137:2 141:7,11 145:17 147:3 256:10 271:6 <b>anymore</b> 58:5 127:22 193:22 195:8	238:3 <b>appellate</b> 229:16 <b>Apple</b> 198:10 <b>applicable</b> 5:12 11:25 <b>application</b> 230:13 <b>applications</b> 230:5 <b>apply</b> 5:21 35:9,11 <b>approach</b> 70:7 199:3 244:15 262:4,25 <b>approached</b> 23:15 145:5 147:8 154:24 155:6 244:17 <b>approaching</b> 148:5 <b>appropriate</b> 205:5 223:24 <b>approval</b> 55:2 90:12 91:7 161:13 <b>approve</b> 184:20 <b>April</b> 105:9 <b>arbitrage</b> 28:25 <b>arbitration</b> 1:1,2 1:14 3:8 5:7,15 5:21 6:1,2 8:4 29:22 76:16 130:4 225:11,15 226:7 238:2 <b>arbitrator</b> 3:5,23 4:3,8,12,21 5:2 5:19 6:13 8:5,21 9:7,17,23 10:2,11 10:15,18,24 11:6 11:10,21,23 12:11,19 17:24 18:3,11,15 41:17 41:20 45:15,19 45:21 48:3,6 50:11 51:18,19 52:4,15,21 61:12	62:6,10,12,25 63:5,8,12 76:24 78:1 87:12,15 96:7,12,16 99:4 99:10,16 101:12 101:15,20,24 113:13 116:5,9 130:7 131:25 132:4 141:6,10 141:14,16,19,22 158:20,23 168:21 180:11,14 196:21 196:22 210:14,22 211:5,7,23 212:9 212:17 226:22,25 229:12,14 230:23 232:9,11 235:19 236:1,4 237:21 238:9,19,25 239:3,5,19 240:1 240:7,10,16 255:1 260:23 272:5,11,14 273:12 <b>arbitrator's</b> 5:25 25:20 <b>archive</b> 237:13 <b>area</b> 35:23 36:17 36:21 81:13 100:20 101:6 102:15,15 109:20 236:2 249:18 272:3,4 <b>argue</b> 219:23 <b>argued</b> 104:8 167:7 177:14 <b>arguing</b> 12:8 235:15 237:18 <b>argument</b> 9:21 218:17 220:1 229:24 256:20 <b>arguments</b> 230:16	<b>Arizona</b> 77:10 <b>arose</b> 180:20 <b>arrive</b> 41:23 <b>arrived</b> 42:7 <b>art</b> 53:7 <b>Arthur's</b> 222:24 <b>article</b> 83:14,17,19 84:4 88:2,13 <b>articulate</b> 224:16 <b>articulated</b> 211:13 <b>Arts</b> 14:10 <b>aside</b> 26:24 42:2 43:11 191:1 197:11 244:21 <b>asked</b> 7:22 20:12 20:22 37:11 42:19 56:5 83:25 83:25 93:1 99:3 99:19 102:7,8,9 126:12 132:19 145:2 155:9 166:3 191:8,8 196:3 200:14 220:18 244:22 270:15 <b>asking</b> 13:6,21 37:6 72:9 108:11 108:12 134:24 156:18 217:7 232:15 251:13 <b>asks</b> 260:10 <b>aspect</b> 126:15 <b>ass</b> 49:2 <b>assaulted</b> 101:3 <b>assert</b> 229:20 <b>assessment</b> 165:9 166:25 257:3 <b>assets</b> 163:4 217:22 <b>assist</b> 25:7 171:20 222:25 227:21 266:12 <b>assistance</b> 3:14
---	--	---	---	--

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 3

17:21 99:2 217:6 217:10 220:25 221:25 227:17 265:16 <b>assistant</b> 233:12 <b>assisted</b> 19:25 <b>assisting</b> 227:14 <b>assists</b> 18:4 <b>associate</b> 37:4 <b>associates</b> 21:14 <b>association</b> 16:3 75:23 <b>assume</b> 34:18 <b>assumes</b> 115:22 <b>assuming</b> 182:10 <b>assured</b> 86:18 185:4 <b>atrophy</b> 25:10 <b>attached</b> 70:3 161:11 184:1 <b>attachment</b> 184:19 184:25 <b>attacked</b> 100:2,3 <b>attempt</b> 223:12,20 <b>attempts</b> 179:17 <b>attention</b> 7:4 27:15 51:18 92:18 109:1 155:8,9 204:2,4 265:24 <b>attitude</b> 101:18,21 101:22 102:24 121:16 <b>attorney</b> 12:4 20:6 28:13 54:20 133:4 146:1 147:15 169:22 170:4 216:10 232:17 234:3 256:17 261:21,22 266:9,13,16,20 271:19 <b>attorney's</b> 80:21	135:12 174:19 194:21 223:9 230:1 231:10,15 252:4 258:2 <b>attorney/client</b> 86:7 95:17,23 211:1 <b>attorneys</b> 156:17 183:19 191:2 221:17,21,22 <b>attracts</b> 262:14 <b>August</b> 134:24 181:22 186:1 190:13,19 191:19 194:3 204:3 221:12 <b>authority</b> 43:17 214:9 227:11 233:14 268:2,3 <b>available</b> 65:6 76:13 237:19 247:6 <b>avenue</b> 177:21 <b>average</b> 75:11 129:1 259:11 <b>AVN</b> 86:6,18 <b>avoid</b> 149:7 <b>award</b> 84:11,22 85:2,6,7,13,17 <b>awards</b> 84:7,13 <b>aware</b> 7:5 77:7,22 182:4 220:1 252:15 <b>Awe</b> 133:23 <b>awesome</b> 163:17 <b>awful</b> 93:20 260:20  <b>B</b> <b>baby</b> 21:16 <b>back</b> 20:10 28:23 41:20 42:20 44:3 45:18 50:17 62:12 87:3 96:16	99:6,8 106:24 116:8 117:19 118:20 122:6 128:5,22 129:15 132:4 136:7,9 137:7 138:10 140:11,22 141:17 143:17 149:2 160:9 172:6 180:12,14 186:24 190:16 194:20 198:25 216:5,7 221:5 223:2 232:11 238:4 241:24 244:8,9 249:1 252:4 268:17 <b>background</b> 13:8 13:24 77:7 245:21 268:13 <b>backseat</b> 136:18 137:12 139:21 140:6 <b>backwards</b> 255:24 <b>bad</b> 89:12 135:15 250:17 252:2 258:1 <b>badly</b> 197:3 <b>bag</b> 167:15 <b>Balasubramani</b> 155:2 <b>Bang</b> 236:18 262:6 262:8,13,15,18 262:25 264:7,12 264:14 <b>bank</b> 148:14 187:7 <b>banking</b> 146:17 <b>bankruptcy</b> 81:4 <b>Bar</b> 133:9 267:16 <b>barely</b> 80:6 <b>bars</b> 75:22 165:15 <b>base</b> 16:25 45:3	<b>based</b> 8:5 9:21 19:23 20:2 65:15 74:14 77:2 83:9 130:3 147:25 163:14 167:5 184:22 192:20 208:3 235:6,10 249:25 <b>basically</b> 6:10 <b>basis</b> 40:3 74:24 93:8 103:5 121:24 224:16 231:16 239:8 <b>Bates</b> 108:24 117:23 159:5,6 186:6 206:14 213:18 <b>bathroom</b> 171:23 <b>Bay</b> 36:17 <b>bear</b> 8:18 <b>Beat</b> 88:2,3 <b>beautiful</b> 123:18 <b>bed</b> 140:24 <b>beg</b> 48:5 <b>began</b> 14:18 32:22 102:21 103:1 130:15 137:11,13 <b>beginning</b> 27:20 48:15 55:13 126:23 <b>beguiling</b> 29:12 <b>behalf</b> 3:25 4:2 37:22 75:10 92:11 148:6,25 150:18 220:25 228:7 244:24 <b>belief</b> 158:7 179:5 <b>believe</b> 4:16 5:5 8:10,15 9:5 16:12 20:1 32:8 40:18 45:8 51:24 56:17 84:17 85:24	94:15 135:11 137:2 138:13 157:15 159:19 170:19 194:4 204:1 210:24 213:22 214:16,19 214:22 224:14,17 226:16 268:21 <b>believed</b> 188:12 230:7 <b>believing</b> 239:8 <b>belong</b> 125:7 <b>belongings</b> 100:14 <b>benefit</b> 24:17,19,22 25:20 30:24 182:11 189:15 233:24 247:14 <b>benefits</b> 82:21 83:8 127:24,24 158:16 158:16 192:20,24 197:7 <b>berth</b> 7:18 <b>best</b> 11:1 34:20 114:11 138:23 189:17,21 196:12 197:8 200:12 253:25 <b>better</b> 10:21 11:19 25:16 39:7,8 56:6 80:9 118:6 150:5 176:25 250:2,13 <b>beyond</b> 5:21 128:3 <b>biased</b> 76:17 <b>bid</b> 265:2 <b>bidding</b> 146:3 <b>big</b> 21:15 80:7 84:2 120:14 121:18 123:18 133:15 167:16 179:1 192:3,5 194:18 <b>biggest</b> 129:13 194:23
---	--	--	--	---

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 4

<b>billable</b> 82:25	144:5 205:1	63:15 106:4	<b>Bush</b> 108:3 111:20	85:10 91:20
<b>billing</b> 97:6	<b>bonuses</b> 30:2 31:5	268:13	111:24	92:25 100:17
<b>bills</b> 232:17 233:21	<b>book</b> 113:16	<b>briefs</b> 9:22 107:3	<b>business</b> 10:5	145:2 148:17
<b>bind</b> 268:9	<b>booked</b> 100:18	107:11 118:14	37:25 38:2,5,6	170:24 178:9
<b>binder</b> 32:12 40:15	<b>books</b> 78:15,19	<b>bring</b> 51:17 127:19	66:10,12,12	198:22 200:13,17
54:13 90:17	113:19	128:12,14 129:13	94:24 139:8	207:24 208:1
104:19 110:6	<b>borrowed</b> 264:3	147:21 165:17	142:19,25 234:11	245:25 254:10
149:9 158:19,21	<b>boss</b> 33:24	171:5 241:8	245:17	261:18 269:21
<b>birds</b> 139:6	<b>Boston</b> 112:24	271:1	<b>business's</b> 34:20	<b>calling</b> 85:21
<b>birthday</b> 99:23	113:4,11	<b>bringing</b> 32:23	<b>busy</b> 164:7 259:15	272:17
133:24,25	<b>bother</b> 140:5	128:17,25 129:5	<b>buy</b> 84:15 126:25	<b>calls</b> 136:4 164:8
<b>bit</b> 15:25 21:17	<b>bothered</b> 55:3	129:6,10	241:21 263:7	255:19
23:17,25 49:8	115:5 123:16	<b>British</b> 163:2	<b>buyer</b> 241:5,12,14	<b>calm</b> 9:12
60:3,23,23 63:25	<b>bottom</b> 48:18	<b>broke</b> 60:8 232:14	241:16,19,21	<b>Cameron</b> 110:1
64:7 70:17 104:8	104:21,25 108:24	<b>brokering</b> 242:2	<b>buying</b> 241:6	136:16 138:2,5
132:25 146:20	154:15 173:4	<b>Brothers</b> 236:18	<b>buys</b> 67:10	192:6 193:1,2
165:16 166:1	174:12 181:21,22	262:6,8,13,16,18		<b>campaign</b> 66:14
190:6 195:11	191:22 193:23	262:25 264:7,12	<hr/> <b>C</b> <hr/>	69:4 78:23 79:5
<b>bitch</b> 115:14 140:1	233:20 251:11	264:15	<b>C</b> 30:3	158:17 268:18
<b>BitTorrent</b> 62:24	<b>bought</b> 84:19,19	<b>brought</b> 41:11	<b>cab</b> 100:17 140:13	<b>campus</b> 260:10
63:11,15,17,18	<b>bounce</b> 173:24	43:14 79:4 129:3	140:15,19,19,21	<b>canceled</b> 81:12
64:25 66:2,15	<b>Bowl</b> 112:25 113:1	129:16 156:17	140:21	<b>candidacy</b> 84:25
69:21 70:8,21	<b>box</b> 38:4	179:1 194:17	<b>calculated</b> 189:16	<b>car</b> 93:21 134:21
71:22 73:11,12	<b>boy</b> 124:16	195:25 216:16	<b>calculation</b> 188:5,8	136:10,11,13,14
73:12,14 268:17	<b>bragged</b> 82:9	245:7 265:24	188:12	136:15,21,23
<b>BitTorrenting</b> 69:5	<b>brakes</b> 34:18	266:1	<b>calculations</b>	139:5,7 140:12
<b>blogs</b> 86:12	<b>break</b> 62:5 95:22	<b>Brown</b> 2:4 3:18,21	188:23	140:17,20,22
<b>blood</b> 178:19	109:20 141:5,7	<b>bucks</b> 43:13 68:10	<b>calendar</b> 201:4	190:16
<b>blow</b> 53:11 121:10	171:23 180:9	68:10 69:14	<b>calendars</b> 50:25	<b>cards</b> 37:25 38:3,5
<b>blowjob</b> 137:11,18	<b>breaks</b> 260:24	220:15	<b>California</b> 1:9 2:5	38:6 150:5
138:20	<b>Breck</b> 42:14	<b>building</b> 123:22	35:8,13,14 36:2,3	<b>care</b> 70:25 94:24
<b>blurry</b> 134:6	<b>Brian</b> 2:14,14 4:7	<b>built</b> 97:13	36:13 38:23	196:16 220:7
<b>board</b> 16:6	4:7 50:21 90:8	<b>bulk</b> 272:25	39:11 51:1 133:9	<b>Carolina</b> 113:2
<b>boat</b> 135:5 136:15	149:16	<b>Bullet</b> 176:11	155:12 177:16	<b>Carrender</b> 265:6,8
<b>Bob</b> 67:2	<b>bribe</b> 152:11,15	<b>bullies</b> 257:25	238:23	266:5
<b>bodily</b> 115:16,23	153:16 157:5	<b>bump</b> 39:14	<b>call</b> 9:8 75:3 83:15	<b>carry</b> 94:10,13
119:1 184:19,25	170:25 172:22	<b>bumped</b> 144:24	85:15 89:8 91:8	108:12
<b>body</b> 36:5	<b>bribery</b> 174:16	<b>bunch</b> 68:15	99:24 191:22	<b>Carter</b> 90:1 267:3
<b>bogus</b> 255:25	<b>bribes</b> 240:23	171:13 257:13	205:16 240:23	267:9
<b>bona</b> 6:23	<b>brief</b> 62:5 63:11	<b>burden</b> 7:17	264:8,19 268:20	<b>case</b> 16:22 43:7
<b>bonus</b> 30:10,22	180:9 235:16	<b>burning</b> 46:12	271:6,17	44:15 54:25
31:14 33:18	<b>briefly</b> 6:6 14:20	<b>bus</b> 136:12	<b>called</b> 14:15,21	57:24 61:20 63:7
			24:8 40:13 74:8	



Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 5

63:13 76:4 79:23 79:24 85:20 88:15 95:20 101:5 135:12 136:6 142:4 145:14,20,23 148:22 152:9 153:5,7,10,18,20 153:21 154:14 155:10 156:24 157:7 158:8 163:11,11,12,20 166:9,10,24 177:16 185:8 192:5 205:9 216:19 217:9 223:13 224:3 241:4 242:14 244:20 254:10 255:19,20 256:16 259:15,18 <b>cases</b> 42:11 46:5,6 65:24 77:21 78:12 79:15,15 79:20 145:12,17 148:20 151:2 155:3,25 156:20 163:12 177:4,5 205:21 254:2 <b>cash</b> 165:16 170:20 <b>casino</b> 132:25 <b>catch</b> 59:5 <b>categories</b> 13:7 <b>categorized</b> 53:19 <b>category</b> 6:23 234:5 <b>caught</b> 269:17 <b>cause</b> 59:23 218:4 <b>caused</b> 85:21 215:3 268:12 <b>CC'd</b> 233:11 <b>CCR</b> 1:25 274:21	<b>cell</b> 264:19 <b>center</b> 27:17 142:3 <b>cents</b> 80:9 <b>certain</b> 7:21 8:12 17:9 31:21 50:18 56:22 76:20 78:15 84:18 90:5 169:18 217:9 225:2 237:14 253:6,7 <b>certainly</b> 45:17 49:16 53:11 69:19 74:11 83:11 84:14 90:10 152:15 160:3 196:6 <b>certainty</b> 182:5 <b>CERTIFICATE</b> 274:1 <b>Certified</b> 274:7 <b>certify</b> 274:8 <b>chain</b> 148:8 156:3 191:15 <b>chair</b> 5:24 10:20 11:8 <b>challenge</b> 184:13 <b>challenged</b> 240:13 <b>challenging</b> 121:1 <b>chance</b> 89:18 178:24 204:18 <b>change</b> 33:5,9 34:1 36:10 42:17 74:24 95:2,3 102:20,24 127:2 127:15 128:9 130:15 131:1 155:14 175:9 214:24 215:2 261:20 <b>changed</b> 23:1 58:4 215:15 256:11 258:4	<b>changes</b> 19:16 <b>Channel</b> 77:14 <b>character</b> 111:21 266:19 <b>characteristic</b> 49:5 72:8 88:9 <b>characterize</b> 41:3 42:24 56:13 70:8 213:2 230:15,21 <b>characterized</b> 111:20 190:9,10 <b>charge</b> 92:19 164:10,11,14 231:4 264:1 <b>charged</b> 93:9 190:2 <b>charging</b> 77:17 <b>cheat</b> 205:1 <b>check</b> 228:21 261:18,19 263:3 <b>checkbox</b> 256:12 <b>checked</b> 51:13 <b>checking</b> 5:22 <b>checks</b> 68:18,21 <b>cheesecake</b> 125:5 <b>chief</b> 8:18 25:25 58:11 <b>child</b> 136:20 137:24 228:4 <b>Chip</b> 90:1,9 91:6 267:3,9,21 <b>choice</b> 35:4,11 72:24 126:12 131:14 170:5 <b>Christensen</b> 19:22 245:12 <b>Chronicle</b> 112:24 <b>chuckling</b> 109:15 <b>churning</b> 174:13 <b>Circuit</b> 229:7 231:3 <b>circular</b> 139:1 <b>circulated</b> 125:4	<b>circumstance</b> 232:2 <b>circumstances</b> 61:18 231:13 <b>cite</b> 45:11 <b>cited</b> 241:2 <b>City</b> 88:1,3 <b>civil</b> 49:1,12 <b>civility</b> 9:11 <b>claim</b> 95:25 130:2 130:5 147:21 177:7,10 234:10 235:8 257:1,23 258:7,7,12 267:2 <b>claimed</b> 60:6 171:14 237:1 <b>claiming</b> 225:12,13 <b>claims</b> 8:18,23 13:23 60:10 101:5 216:15 226:6 227:2 234:8 238:4 240:18 265:19,23 266:6,11 <b>clarity</b> 35:16 <b>Clark</b> 274:4,17 <b>classifications</b> 62:20 <b>clause</b> 204:21 205:4 <b>clean</b> 34:15 107:15 107:24 118:20 119:5 <b>cleaned</b> 107:16,25 118:14 125:15 <b>cleaning</b> 107:23 <b>clear</b> 7:20 26:17,20 27:1,4,7,15 28:7 30:18 31:20 32:3 34:24 120:23 131:12 133:16 134:4 148:4,9	165:12 186:8,14 197:5 200:2 252:20 254:18 <b>clearly</b> 22:10 126:3 178:25 205:2 256:5 257:4 <b>clerk</b> 270:14 <b>click</b> 142:18 <b>client</b> 16:25 29:4 43:4,5,14 58:6 96:6 150:23 151:16 178:16 191:4 210:15 212:13 215:16 236:17 239:11 244:24 252:18 260:1 262:6 263:1 <b>client's</b> 210:18 <b>clients</b> 17:4 23:8 25:13 26:6,18,22 26:24 27:6 28:22 76:15 92:11 158:16 170:3 216:12 234:19,22 235:1,23 236:10 236:10,13 238:13 238:13,21 239:9 239:9,16,24 245:14 258:14 259:2 <b>clip</b> 111:2 255:9 <b>clips</b> 257:6 <b>close</b> 39:19 40:9,11 150:11 213:23 <b>closed</b> 167:11 <b>closely</b> 87:1 <b>closeness</b> 41:5 <b>closeted</b> 269:11 <b>closing</b> 235:16 <b>cloud</b> 198:1,3,17 <b>cloudy</b> 133:16
---	--	---	---	---



Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 6

<b>club</b> 124:16	184:6,21 189:20	<b>communications</b>	191:25 192:4	<b>completed</b> 262:2
<b>clubhouses</b> 16:9	196:9,17 197:5	19:24 55:11	193:3,4 194:18	<b>completely</b> 12:3,6
<b>clubs</b> 124:14	239:7,12 261:25	88:10 93:22,23	194:24 196:17	92:5 127:7
<b>Clyde</b> 207:23	263:5 270:14	180:19 210:19	200:14 203:1,5	245:24 246:25
208:1	<b>comedy</b> 262:23	211:1,16 213:8	203:13 204:11	<b>completing</b> 258:25
<b>CNBC</b> 261:17	<b>comes</b> 8:7 12:1	267:13	219:18 246:3	<b>complicated</b> 185:9
<b>CNN</b> 15:8	57:13,16 62:23	<b>community</b> 70:9	254:12 255:14	<b>complimentary</b>
<b>Coalition</b> 85:6,15	84:4 186:24	<b>companies</b> 61:24	256:9 257:24	130:19
250:23,25 252:8	<b>comfortable</b> 124:4	66:19 70:19	259:22 261:14	<b>computer</b> 65:12
252:12	<b>coming</b> 11:12 57:9	86:16 91:25	262:9 265:10,12	92:13 180:7
<b>coast</b> 28:23,24 81:6	67:17 88:20	92:14 143:8	265:13,20 267:18	198:7,15,19,20
206:11	121:12 130:23	146:8 147:11	268:9 270:4,15	200:19 201:12
<b>coax</b> 158:5	272:20	218:9 220:14	270:25 272:22	209:13 246:10
<b>code</b> 100:20	<b>comment</b> 88:8	259:10	<b>company's</b> 38:11	<b>computers</b> 197:15
<b>Cody</b> 263:9	109:22	<b>company</b> 1:9 4:5	39:4 42:1 44:19	<b>conceal</b> 82:7
<b>coffee</b> 136:1	<b>commentary</b> 14:25	4:14 16:23 21:18	78:15 91:8	234:24 237:4
<b>coincide</b> 103:13	15:2,8	24:8 25:23,24	128:20	<b>concealed</b> 94:10,13
<b>cold</b> 127:7	<b>commentator</b>	26:7 30:25 36:25	<b>company-issued</b>	108:12
<b>collect</b> 77:22 80:8	14:23	38:16,17 39:7	197:17	<b>concealing</b> 187:3
80:21 167:17	<b>comments</b> 109:17	41:24 42:6,14,16	<b>compare</b> 44:4	<b>concealment</b> 237:6
<b>collected</b> 31:15	109:25 114:5	42:19 53:17	262:11	<b>concern</b> 70:23
80:25	127:21 129:18,23	55:24 58:10 66:9	<b>compared</b> 259:6	86:24 234:25
<b>collecting</b> 56:24	130:9,15	73:11 74:15	<b>comparison</b> 79:13	235:12 255:16
146:10	<b>commercials</b> 67:8	78:25 85:10	<b>compass</b> 94:19	<b>concerned</b> 44:18
<b>college</b> 14:2 140:14	<b>commit</b> 269:1	91:19,22 97:8,9	<b>compel</b> 238:20	45:25 69:18
<b>colloquially</b> 152:6	<b>committed</b> 48:25	97:19,23 98:5,6,7	<b>competitive</b> 265:2	156:3 175:1
152:14 240:23	<b>committing</b> 42:2	98:12,18 100:24	<b>competitor</b> 263:10	198:23 220:9,11
<b>colloquy</b> 5:22	249:21	101:10 105:25	263:20	<b>concerning</b> 7:16
<b>colony</b> 163:2	<b>common</b> 51:3	108:20,22 113:6	<b>compilation</b>	<b>concerns</b> 175:5
<b>colorfully</b> 74:8	140:15 152:18,19	119:15,17 124:2	258:10	199:25 261:11
<b>Comcast</b> 63:24	240:20	125:8,22 126:19	<b>complain</b> 79:8,10	<b>concise</b> 12:6
<b>come</b> 7:12 16:5	<b>commonly</b> 264:16	126:22 127:1	80:15 228:13	266:24
17:6,12 31:18	<b>communicate</b> 64:3	129:1,5,11	<b>Complainant</b> 1:5	<b>concluded</b> 273:16
45:18 49:2 52:17	65:15 120:4	134:12,19 135:1	2:2 3:9,18	<b>conclusion</b> 5:6
79:17 89:1 99:25	191:4 201:20	135:5,15 136:12	<b>complaint</b> 75:3	<b>conclusions</b> 76:9
107:22 111:22	<b>communicated</b>	143:11 145:1	226:20	76:12
131:3,16 133:23	20:3,5 93:15	146:13,25 148:17	<b>complaints</b> 127:16	<b>concurrently</b> 99:11
133:25 138:9	217:2	151:17 163:7	226:15 260:18,20	99:12
141:17 147:7	<b>communicating</b>	166:9,11 169:1	267:17	<b>condition</b> 138:12
148:24 150:9	100:12	170:19,21 171:12	<b>complete</b> 126:7	<b>conditions</b> 56:25
157:16,18 159:20	<b>communication</b>	179:1 182:19	150:25 218:21	<b>condominium</b> 16:3
170:25 179:14	14:11 89:7 180:3	183:5 190:7	274:14	<b>conduct</b> 80:10

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 7

156:4 214:12 <b>conducting</b> 81:2 <b>confident</b> 123:3 <b>confidential</b> 104:14,15 118:15 236:17 238:24 <b>confidentiality</b> 8:2 8:4 <b>confirm</b> 5:9 <b>confirmed</b> 183:8 191:7 <b>conflated</b> 155:4 <b>conflating</b> 85:5 <b>conflict</b> 146:1,2 150:11 151:1,14 152:12 157:3 217:10 221:18,20 221:23 237:1 239:14 240:22 254:20 <b>conflicted</b> 157:12 <b>conflicting</b> 170:25 172:22 <b>conflicts</b> 239:10,17 <b>confrontation</b> 119:20 <b>confusing</b> 45:14 <b>confusion</b> 8:16 <b>congratulations</b> 87:3 192:9 <b>conjunction</b> 163:5 164:4 <b>connect</b> 101:13 <b>connection</b> 7:20 30:11 41:25 63:20,23 64:13 65:18 94:5 99:3 101:25 <b>connections</b> 25:11 <b>consecutively</b> 98:25 99:5,5,11 <b>consequences</b> 62:3	<b>consider</b> 4:18 81:17 118:3 194:10 256:7 <b>consideration</b> 33:8 34:2 <b>considerations</b> 83:3 <b>considered</b> 166:15 256:13,14,15 257:5 <b>considering</b> 83:13 263:6 <b>consistent</b> 44:8 50:19 52:25 60:17 79:13,24 90:4 128:19 131:11 174:23 186:1 202:6,22 <b>consternation</b> 59:24 <b>Constitution</b> 238:24 <b>construe</b> 206:23 <b>consultant</b> 14:15 <b>contact</b> 68:7 <b>contacted</b> 267:3 <b>contemplate</b> 28:17 <b>contemplated</b> 35:18 36:1 <b>contemplating</b> 39:2 <b>contemplation</b> 20:19 <b>contemporaneous</b> 213:8 <b>contemporaneou...</b> 212:25 <b>content</b> 46:12 47:16,17 66:1 144:8 247:24 269:5 <b>contest</b> 147:23	<b>contested</b> 224:21 <b>context</b> 45:13 147:8 153:6 183:15 203:7 211:22,22 <b>continually</b> 49:10 238:21 <b>continue</b> 34:16 181:18,19 205:15 208:10 214:17 220:9 222:25 <b>continued</b> 15:2 25:13 31:23 34:23 204:10 208:13 248:25 254:12 <b>contract</b> 19:6,13 21:5 23:23 27:13 28:13 29:6 35:4 37:7 38:19 234:16 258:17 <b>contracted</b> 42:15 <b>contractors</b> 53:19 97:23 <b>contracts</b> 82:14 <b>contractual</b> 219:21 234:20 <b>contrary</b> 87:2 180:1 211:17 <b>contravention</b> 227:3 <b>contribution</b> 129:7 <b>control</b> 12:4 104:7 <b>controlling</b> 88:19 88:20 <b>controversy</b> 85:21 85:23 86:2 268:12 <b>convenient</b> 35:25 <b>conversation</b> 5:20 6:3,6,8 12:13 78:18 107:6	120:7 123:2 183:3,16 204:15 <b>conversations</b> 169:17 263:24 <b>convey</b> 47:19 179:22,25 205:20 209:15 210:2 252:11 <b>conveyed</b> 49:6 178:2 <b>conveying</b> 210:3 <b>convince</b> 248:3 <b>convincing</b> 227:21 252:18 <b>cool</b> 64:14 121:12 147:19 162:25 <b>cooled</b> 127:7 <b>cooperating</b> 181:16 <b>coordinate</b> 94:20 <b>copied</b> 22:4 89:23 155:3 216:4 222:20 <b>copies</b> 6:12 66:5 215:22,25 <b>copy</b> 168:10,14 267:19 <b>copyright</b> 16:4,6 46:7 54:3,5 67:17 75:24,25 76:2,2,3 77:4,24 91:24 255:24 257:21 268:20 <b>copyrights</b> 268:21 <b>Corbin</b> 38:3,6,7,8 38:9,12 44:25 46:3,18 49:15 54:7 55:14 61:20 68:6 77:14 83:15 83:24 84:18 92:19 96:22 147:22 151:23	152:2 199:3,9,11 199:12,14 216:18 248:8,13 249:9 259:8,9 261:22 262:12,16 269:7 269:11 <b>corner</b> 111:13 123:18 <b>corporation</b> 1:7,8 3:10 88:17 148:1 <b>correct</b> 9:20,25 10:1 23:3 61:15 72:16 124:2 154:21 174:4 190:15 195:14 203:14 206:15,20 219:2 237:3 253:5 255:10 <b>corrective</b> 261:15 <b>correctly</b> 80:20 <b>correspondence</b> 198:15 <b>corridor-like</b> 123:10 <b>corroborating</b> 240:14 <b>corroborative</b> 240:8 <b>cost</b> 39:14 79:13 131:15,21 164:16 166:23 189:22 244:2 <b>Costa</b> 132:12,14,21 132:21,24 133:4 <b>costs</b> 79:9 131:20 167:19 189:23,24 189:24,25 265:4 <b>couch</b> 105:13 125:7,9,12 126:10,11 <b>counsel</b> 3:14 23:8 24:3,7,24 25:1,5
--	--	---	---	---

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 8

28:10,15 42:13 43:2 79:11,20 80:2 91:9 127:22 145:2 148:19,19 151:10 154:19,25 155:9 156:11 165:3 166:22 172:21 184:25 186:23 206:20 212:15 216:11 217:11,17 224:23 241:8,25 242:17 244:18 261:23 264:20 266:3,25 <b>counsel's</b> 230:12 <b>counseled</b> 261:3,6 <b>counseling</b> 258:24 261:3,24 <b>counselings</b> 260:18 <b>counterclaim</b> 147:21 235:15 <b>counterclaims</b> 8:19 8:23 78:13 235:5 <b>country</b> 21:20 65:2 <b>County</b> 274:4,17 <b>coup</b> 84:1 <b>couple</b> 15:4 76:1 90:21 92:12 109:15,18 119:4 125:21 126:21 130:22 132:8 144:6,6 185:3 195:2 221:8 <b>course</b> 18:23 29:19 32:5 42:19 72:5 75:17 76:3 93:14 106:12 108:2 158:4 184:15 202:6 205:22 225:1 241:20 245:15 253:23 263:23	<b>courses</b> 16:10 <b>court</b> 5:3,12 10:7 10:14,19 11:14 11:16 62:25 63:4 67:13 69:25,25 99:8 116:8 141:15 169:13 177:11 183:22 184:10,12 218:5 223:21 228:22 229:6,21,25 233:21 235:7 271:7 274:7 <b>Court's</b> 167:9 <b>courting</b> 250:12 <b>courts</b> 67:21 231:10 <b>cover</b> 269:10 <b>coverage</b> 58:14 88:11,19 <b>covered</b> 8:17 <b>covering</b> 86:25 <b>covers</b> 81:16 <b>crack</b> 107:10 <b>crazy</b> 60:4 <b>create</b> 142:23 242:21 246:2 <b>created</b> 66:20,23 <b>creating</b> 119:24 <b>creative</b> 177:17 <b>credentials</b> 271:20 <b>credit</b> 271:19 <b>criminal</b> 48:25 49:11 <b>crisis</b> 170:20 <b>criticizing</b> 127:8 <b>critique</b> 270:16 <b>cross</b> 8:18 9:8 125:24 272:24 <b>cross-examination</b> 7:14,19 12:2 <b>cross-examine</b> 4:19	<b>cross-examining</b> 7:17 12:4 <b>crossing</b> 126:1 <b>crowbar</b> 60:8 <b>crowd</b> 66:23 <b>cultivate</b> 86:15 <b>cultivated</b> 83:10 88:2 <b>current</b> 27:4 75:20 238:13 <b>customer</b> 45:3 <b>cut</b> 44:13 192:24 193:10 196:10 197:6 <b>cuts</b> 193:24 250:22 <b>cyberlocker</b> 142:11 <b>cyberlockers</b> 142:24 145:12 <b>Cybersocket</b> 85:10 85:11 <b>Cybersocket's</b> 85:13 <b>cybersquatter</b> 33:17 <hr/> <b>D</b> <hr/> <b>D</b> 2:17 <b>Dallas</b> 46:9 <b>damaged</b> 139:5 <b>damages</b> 258:3 <b>dancing</b> 124:17 <b>dark</b> 123:19 126:14 <b>data</b> 64:15 197:13 201:6,12 <b>database</b> 246:2,5 246:15 247:24 248:17 253:12 <b>Datatech</b> 148:18 227:14,14 <b>Datatech's</b> 148:19 <b>date</b> 37:2 194:23 202:13 274:11	<b>dated</b> 55:6 103:3 159:17 185:25 <b>dates</b> 237:14 <b>dating</b> 103:5 <b>daughter</b> 39:23 40:13 <b>daughter's</b> 136:19 137:23 140:17 <b>David</b> 108:13,15 108:16 136:17 137:11 <b>day</b> 8:13 49:25 68:17 89:10 92:11 109:19 114:4 132:24 133:7,8 134:5,7 136:1 138:4 143:18 164:6 186:10 212:21 259:17 272:25 274:18 <b>days</b> 29:14,15 109:18 119:4 143:3 184:8 185:8 186:9 259:23 260:14 <b>deal</b> 21:15 23:2 52:8 54:10 98:21 99:25 103:1 120:13,14,15 121:9,19 146:23 150:11,25 174:16 192:3 199:22 217:15 264:22 <b>dealership</b> 139:2,4 <b>dealing</b> 179:12,13 <b>deals</b> 189:10 <b>dealt</b> 70:19 169:24 <b>death</b> 250:21 <b>debts</b> 81:4,5 <b>decency</b> 140:16 <b>decent</b> 73:19 141:1	<b>decide</b> 9:1 52:18 128:6 <b>decided</b> 34:7 67:5 103:23 165:5 <b>decision</b> 33:19,20 76:25 219:12 220:2 248:24 <b>deck</b> 135:25 <b>declarations</b> 231:18,21 <b>declared</b> 81:4 <b>declined</b> 20:24 270:2 <b>declining</b> 193:16 <b>deep</b> 115:8 <b>defamation</b> 16:5 147:14 177:9 <b>defamer</b> 177:17 <b>default</b> 88:15 249:20 <b>defaulted</b> 77:11 <b>defend</b> 145:6 270:20 <b>defendant</b> 65:25 69:6 71:16 146:19 <b>defendants</b> 62:20 69:18 144:23 269:1 <b>defending</b> 155:10 155:11 <b>defense</b> 145:1 146:1 154:25 156:17 177:17 234:3 253:14,20 <b>defenses</b> 73:8,17 76:13,13 145:16 <b>definitely</b> 127:7 <b>degree</b> 14:3,6 20:4 107:9 <b>degrees</b> 14:2,7 <b>delete</b> 95:5
---	---	--	---	---

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 9

<b>deleting</b> 202:19	<b>description</b> 152:16	206:12 246:25	258:21 270:23	241:24 242:14
<b>deliberate</b> 35:10	<b>descriptive</b> 114:14	262:13,14,19	<b>disclosed</b> 176:1	243:13
<b>deliberately</b> 27:9	257:15	272:3	272:17	<b>discussions</b> 32:4
30:6 31:8	<b>designation</b> 261:20	<b>difficult</b> 11:4,18	<b>disclosure</b> 254:19	<b>disfavored</b> 7:21
<b>delighted</b> 128:24	<b>desk</b> 103:24 105:12	13:16 78:8	<b>discounted</b> 93:9	178:25
<b>demand</b> 54:24	107:14 109:16	249:23	<b>discovered</b> 81:1	<b>Disk</b> 198:11
55:12 69:7 82:17	112:3,6,9 113:16	<b>digital</b> 91:23 246:6	156:19	<b>disloyalty</b> 166:16
84:3 130:4	114:6,10,16,19	<b>Dillon</b> 168:23	<b>discovery</b> 52:2	<b>dismiss</b> 227:4
147:10 223:3	114:24,25 115:17	195:13 197:11	69:25 77:20	256:5
224:12 225:15	115:19,24 116:14	208:4	78:14 79:2 88:16	<b>dismissive</b> 122:14
<b>demands</b> 148:25	116:17,19,23	<b>Dillon's</b> 196:19	149:7 163:6	<b>display</b> 142:16
<b>demeanor</b> 127:3	119:2 123:12	<b>dime</b> 77:22 190:1	170:11 249:21	<b>disproportionate</b>
<b>denied</b> 224:14	125:19 168:18	<b>dinner</b> 93:21	254:9	79:17 80:24
<b>denying</b> 210:20	<b>desktop</b> 198:5	<b>dire</b> 194:25	<b>discrepancy</b> 57:8	<b>dispute</b> 53:24 97:3
<b>departed</b> 223:7	<b>despite</b> 46:14	<b>direct</b> 2:19 8:17	<b>discretion</b> 4:18	210:3 225:7,8
<b>department</b> 55:21	214:16	11:24 12:1 13:2	5:25	237:11 245:13
102:12 127:16	<b>destroy</b> 72:4	77:16 85:24 96:6	<b>discretionary</b>	<b>disputes</b> 95:6
233:13	<b>detail</b> 54:2 101:7	123:22 208:3	30:10	<b>disputing</b> 95:19
<b>departments</b>	<b>details</b> 56:8 95:21	212:9 272:24	<b>discrimination</b>	<b>disrespect</b> 115:8
102:11	96:4	<b>directed</b> 256:9,13	130:3	126:8,17
<b>departure</b> 181:25	<b>deter</b> 45:1	260:19	<b>discuss</b> 9:18 23:6	<b>disrespectfully</b>
223:11	<b>develop</b> 28:14	<b>directing</b> 44:6 46:1	23:11 24:16	70:24
<b>depend</b> 156:10	81:23	208:6	97:14 154:7	<b>dissatisfaction</b>
<b>depending</b> 272:17	<b>developed</b> 25:11	<b>directly</b> 123:20	205:16 225:14	23:18
<b>depict</b> 116:17	36:5 256:7	<b>director</b> 90:3	231:25	<b>dissuade</b> 218:8
<b>depicted</b> 133:5	<b>developing</b> 15:19	120:11 183:2	<b>discussed</b> 9:2	<b>distributed</b> 267:18
<b>depicts</b> 110:14	15:23 24:21	208:23 209:18	32:19 34:6	<b>distribution</b>
<b>deploy</b> 148:11	<b>devices</b> 202:4	<b>directory</b> 85:12	153:22 159:25	256:22
<b>deposit</b> 80:18	<b>DeVoy</b> 189:24	<b>directs</b> 206:19	208:4,11,17	<b>District</b> 77:10
<b>deposition</b> 6:11	<b>DeWitt</b> 16:14	<b>disagreement</b> 23:4	227:18 237:8	155:12 229:21
25:18 26:2 44:15	207:23	<b>disappointed</b>	264:18	<b>disturbed</b> 114:22
45:12 78:21,24	<b>dialogue</b> 153:11	33:13	<b>discussing</b> 7:24	<b>disturbing</b> 17:25
79:3 196:20	<b>Diego</b> 20:20 21:20	<b>disapproval</b> 139:8	88:6,6 95:16	<b>DMCA</b> 92:9 228:3
235:10	36:16 39:15,20	<b>disaster</b> 73:15	175:22 263:19	252:23 253:7,9
<b>depositions</b> 63:6	39:22 41:24 42:7	<b>disburse</b> 163:10	<b>discussion</b> 3:12	253:12,15,16
78:14	88:1 93:19 145:1	184:14 185:5	17:13 26:3,10	255:15,22,23,25
<b>describe</b> 14:20	<b>difference</b> 51:14	187:10	32:22 35:9 41:19	257:22
39:17 41:23 42:5	<b>different</b> 16:11	<b>disbursed</b> 187:18	96:15 127:23	<b>DNA</b> 65:10
123:8,23 125:5	38:1 50:16 51:15	188:6	132:3 153:20	<b>doctor</b> 41:10
127:5 138:11	62:17 64:6,21	<b>disciplinary</b> 22:1	157:11 179:5	<b>document</b> 6:25
152:5 166:18,21	117:9 124:6	258:18	196:14 211:19	22:5 167:18
<b>described</b> 152:6	156:16 178:1	<b>discipline</b> 22:22	234:6 235:3	198:21 228:14

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 10

230:22 <b>documentary</b> 6:4 7:8 <b>documentation</b> 6:17 <b>documents</b> 197:24 199:21,23 223:23 238:18 240:5 242:21 <b>Doe</b> 69:16,20 <b>doing</b> 10:9 15:5,8 24:15 25:3 28:12 28:18,18 29:1 54:4 55:17 61:5 64:9 66:19 68:15 69:15 73:23 75:9 82:8,11,21 97:5,8 107:5 115:12 119:19 121:23 127:17 137:17 156:11 166:19 179:8 184:17 191:18 198:9 201:10,11 216:18 218:15 223:3 232:3 233:24 234:11 235:24 239:6 242:24 246:16 250:10 <b>dollar</b> 44:3 80:9 165:13 178:10 <b>dollars</b> 47:10 68:8 129:4,12 151:14 151:16 <b>domain</b> 33:22 34:3 74:15 <b>door</b> 114:10 271:5 <b>doubt</b> 182:11 <b>downhill</b> 128:1 <b>download</b> 58:5 63:21 64:1 65:22 142:13,18,22	143:1,4,6,16,17 144:2,4,11 215:11,22 <b>downloaded</b> 144:9 <b>downloading</b> 64:10 143:6 <b>downloads</b> 143:24 144:6 <b>downside</b> 222:9 <b>dozens</b> 144:22 <b>Dozier</b> 20:7 <b>draft</b> 19:13,14 172:6 173:10 198:25 201:15 <b>drafted</b> 20:9 <b>drafting</b> 19:12 <b>drafts</b> 118:11 <b>drank</b> 135:25 <b>drew</b> 92:17 <b>drift</b> 212:4 <b>drink</b> 133:18,22,24 133:25 134:1,12 <b>drinking</b> 132:9 133:7 <b>drinks</b> 40:8 134:8 245:4 <b>drive</b> 136:7,9 137:7 198:5,6,7 199:2,7 <b>driver's</b> 136:17 <b>drives</b> 199:11 214:3 <b>driveway</b> 139:2 <b>driving</b> 45:3 137:10 140:15 <b>drop</b> 49:17 259:14 <b>dropped</b> 126:9 130:4 <b>dropping</b> 205:21 <b>drove</b> 103:19 136:9 136:11 140:13 <b>drunk</b> 132:11	138:15,18 <b>dry</b> 21:21 <b>due</b> 214:8 <b>duly</b> 12:24 <b>dungeon</b> 106:3,9 <b>Dunlap</b> 2:14 4:7 57:9,16 58:8,9 61:14 90:9 149:16 231:23 261:10,25 <b>duties</b> 41:25 42:6 <b>DVD</b> 66:4 <b>DVDs</b> 46:12 <b>DWI</b> 108:11 <b>Dylan</b> 67:2 <hr/> <b>E</b> <b>E</b> 1:16 2:17 29:8 <b>e-mail</b> 23:17 32:18 34:7,11,14 40:23 40:25 48:13,19 49:23,25 50:1,1 50:21 54:16 57:9 57:10 58:3,8,13 59:15 60:11 61:14 71:14,23 85:20 87:18 93:24 106:7 153:2 154:9,16 155:13 156:2,3 161:5,12 174:11 175:8,21,24 176:7 186:18 190:20 191:15,19 192:6,18 202:4 202:12,16 204:7 204:9 206:23 207:5 209:9 214:20,24 215:12 215:15 222:17 223:2 233:7,16 243:19 251:9 252:23 255:5,8	257:10 260:8 268:12,16,23 269:3,20 270:11 271:16 <b>e-mailed</b> 64:20 <b>e-mails</b> 48:14 50:4 50:7 51:4,6 57:21 58:1 72:14,15 76:5 93:18 120:6 185:25 204:24 212:25 216:4 268:5 <b>earlier</b> 49:25 55:13 128:17 153:18,19 153:20 154:22 170:17 183:21 246:7 268:6 <b>earliest</b> 42:21 <b>early</b> 69:25 99:24 220:18 254:8 <b>easier</b> 46:24 <b>easily</b> 270:20 <b>East</b> 28:23 206:11 <b>Eastern</b> 148:2 <b>eBay</b> 46:13 <b>economical</b> 30:21 <b>edited</b> 22:8 <b>effect</b> 60:7 115:10 117:5 <b>effective</b> 39:6 206:24 <b>effectively</b> 36:10 <b>effectuate</b> 187:25 <b>effort</b> 243:11 <b>eight-hour</b> 89:9 <b>eighth</b> 118:11 <b>either</b> 6:16 31:13 47:7 84:19 85:8 99:13,14 123:12 216:22 223:1 246:22 259:19 <b>elaborate</b> 178:6	222:7 <b>election</b> 14:25 15:1 <b>electrically</b> 5:11 <b>electronic</b> 65:10 <b>elevate</b> 194:19 <b>elevated</b> 80:22 <b>Eleventh</b> 1:19 <b>eliminated</b> 201:12 247:17 <b>embarked</b> 69:4 <b>EMC</b> 206:17 226:22 <b>EMC000462</b> 108:25 <b>EMC177</b> 188:3 <b>EMC178</b> 187:20 <b>EMC179</b> 186:6,15 <b>EMC39955</b> 213:18 <b>EMC734</b> 226:9 <b>emergency</b> 23:20 23:21,21 <b>emoticon</b> 24:4 <b>employed</b> 66:18 168:25 195:16 199:6 <b>employee</b> 17:14 22:6 53:15 108:22 209:12 267:5,18 <b>employee-friendly</b> 36:4 <b>employees</b> 53:3,13 109:15 <b>employment</b> 5:21 6:1 31:12 169:7 206:24 207:25 <b>empower</b> 29:3 <b>encourage</b> 39:10 <b>encouraged</b> 247:25 <b>encouraging</b> 219:19 <b>encrypted</b> 198:12
--	--	--	--	--



Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 11

<b>endeavors</b> 26:8	234:12,14,23	240:12 271:18	29:21 33:11	154:10 175:9
<b>ended</b> 169:8 239:6	<b>entry-level</b> 102:12	<b>events</b> 134:19	47:23 49:22	190:20 201:7
<b>endorse</b> 220:9	<b>environment</b> 130:2	140:20 148:9	58:21,22,23	204:24 208:3
<b>enforce</b> 161:25	<b>episodes</b> 143:18	200:11 261:12	64:16 71:6 87:8	209:5 212:25
162:14 170:8,9	<b>equally</b> 237:19	265:22 266:3	131:15 143:12	213:6,11 217:12
170:23 183:22	<b>equities</b> 34:1	<b>eventually</b> 16:11	151:12 189:22	221:12 223:1
192:1	<b>equity</b> 33:8	19:6 38:22 69:8	256:18	251:9 260:8
<b>enforced</b> 184:12,23	<b>Eric</b> 231:22 233:10	78:13 123:1	<b>exceeding</b> 32:25	<b>exchanged</b> 6:11
216:21 218:5	265:6,8 266:18	137:3 159:13	<b>Excelsior</b> 1:7 3:9	216:1
228:18	<b>Erika</b> 168:17,21,23	171:5 184:21	13:9,12,15,19	<b>excited</b> 241:14
<b>enforcement</b> 82:15	195:13 196:19	185:10 209:22	17:7,14 19:7	<b>exclusive</b> 67:20
184:17	199:8 208:4	225:2,15 245:6	20:11 23:9 24:18	<b>exclusively</b> 15:17
<b>enforces</b> 48:24	<b>err</b> 258:10	<b>everybody</b> 58:22	25:7,22 30:11,17	17:5 55:12
<b>enforcing</b> 162:16	<b>escapes</b> 245:2	64:7,7,24 65:10	32:6 36:13,22	<b>excuse</b> 22:13 88:20
169:13 268:21	<b>escort</b> 81:7	67:6 70:10 76:3	37:8,11,12,18,24	226:20 236:11
<b>engage</b> 263:13	<b>especially</b> 21:19	110:3 112:20	38:3,13,19 56:1	<b>executed</b> 19:7
<b>engaged</b> 153:11	24:20 76:14	117:15 136:11	58:4 59:14 61:2	187:17
<b>English</b> 231:8	80:25 101:6	189:22 191:24	66:14 73:2 79:6	<b>executioner</b> 201:25
<b>enlist</b> 98:20	165:1 174:18	192:4 255:14	82:5,7,21 83:9	<b>executive</b> 47:2 98:6
<b>enormous</b> 64:12	179:12,13	264:11	84:8 87:1,24	109:20 137:4,6
<b>entered</b> 36:12	<b>ESQ</b> 2:3,3,8,8	<b>everybody's</b> 50:25	88:21 92:24 94:1	<b>executives</b> 36:16
196:20 229:1	<b>essentially</b> 8:11	<b>evidence</b> 6:4,4,13	97:7 102:3,17	40:2 81:21 94:2
<b>entertain</b> 8:7	24:25 29:1 65:16	6:18,19 7:6,7,9	124:15 166:18	94:10 102:8
<b>entertainment</b>	67:14 69:4,21	7:10,16 77:16	169:8 184:7	272:21
16:23 17:2,4 24:7	203:10 220:15	115:22,23 196:20	189:8 195:16,19	<b>exhibit</b> 19:1 22:14
25:12 38:17	230:3 247:10	<b>evidentiary</b> 3:7 5:6	197:23,24 198:14	26:13 32:11,22
61:22 66:19	257:9 270:16	5:14,20,24 7:15	200:1 201:18	40:14,21 47:24
81:17,18,21	<b>establish</b> 211:14	<b>evil</b> 268:22	208:19 209:24	49:19 51:11,12
220:14 246:3	<b>established</b> 21:13	<b>exact</b> 33:15 37:2	214:3,20 223:8	54:12 57:2 59:7
251:2 261:21	235:6,25	68:19 71:25	231:9,18 234:11	60:11 61:6 68:12
<b>entire</b> 47:2 92:18	<b>estimate</b> 164:15,18	80:16 148:8	234:17 237:5	71:8 72:13 87:9
209:25 246:21	<b>et</b> 3:10	200:10 269:5	254:16 258:14,17	89:16 91:12
<b>entirely</b> 17:9 50:6	<b>Ethan</b> 2:8 4:1	<b>exactly</b> 17:9 61:20	259:5,7 263:5	104:18 105:1
<b>entities</b> 38:1	<b>ethical</b> 156:19	84:10 89:6 121:4	265:25 267:7,10	106:5,24 110:6
236:11	251:20	174:25 200:11	<b>Excelsior's</b> 57:25	111:1,3 112:3
<b>entitled</b> 4:24 31:13	<b>ethnicity</b> 129:19	<b>exam</b> 133:10	201:12	117:20,21 131:22
188:13 204:10	129:21	<b>examination</b> 2:19	<b>Exceptions</b> 21:24	149:9 152:22
217:19 224:17,22	<b>Europe</b> 148:2	4:14 11:24 13:2	<b>exchange</b> 32:18	153:3,25 158:18
224:24	<b>evade</b> 207:10	203:24	34:23 48:13 58:8	159:3,4,4,5,7
<b>entitlement</b> 225:13	<b>evaporate</b> 31:21	<b>examined</b> 13:1	60:12 71:14 72:2	161:1 162:2,3,4,7
<b>entity</b> 27:24 28:8	<b>event</b> 7:5 30:18	<b>example</b> 20:14	89:21 91:2	162:8 167:25
37:14 56:1 69:22	134:13 135:1,4	23:12 26:22	119:22 153:2	173:2,25 180:22

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 12

184:1 185:18 188:20 191:11 192:14 202:7 204:4 208:25 210:5 213:15 221:6 222:6 223:17 225:24 228:23 229:10 232:6,21,25 237:23,25 243:14 251:6 254:24 260:3 270:6 271:12 <b>exhibits</b> 17:22 18:8 49:20 51:17 110:19 132:11 170:17 171:19 174:4 224:2 225:22 237:12 241:24 <b>existing</b> 26:22 205:15 <b>exit</b> 138:24 <b>expect</b> 28:20 68:11 80:5 242:10,16 <b>expectations</b> 47:19 <b>expected</b> 49:7 79:24 166:7 <b>expecting</b> 182:11 <b>expended</b> 230:6 <b>expenditures</b> 32:25 <b>expense</b> 167:23 <b>expenses</b> 34:17,19 148:23 <b>expensive</b> 79:20 126:25 148:15 <b>experience</b> 126:22 150:15 202:25 <b>experiences</b> 36:22 <b>expert</b> 76:9 85:19 200:21 203:24 208:13	<b>experts</b> 8:11,13 <b>explain</b> 58:17 152:7 173:21 176:15 239:8 251:15 264:13 <b>explained</b> 7:23 25:8 71:1 269:3,9 <b>explaining</b> 233:15 251:16,17 <b>explanation</b> 63:11 249:2 <b>explicit</b> 89:2 119:10 <b>explicitly</b> 31:24 <b>exploration</b> 64:16 <b>express</b> 44:11 70:20 86:24 88:18 90:12 91:7 103:7 104:11 138:20 139:7 140:4 <b>expressed</b> 24:5 104:5 <b>expressing</b> 23:17 41:1 <b>expressive</b> 41:15 <b>extend</b> 68:25 <b>extensive</b> 6:9 <b>extent</b> 8:21 45:11 66:15 205:2 254:12 266:25 <b>external</b> 271:3 <b>extra</b> 174:19 <b>extremely</b> 47:14 249:22 <b>eyes</b> 138:5  <hr/> <b>F</b> <hr/> <b>f</b> 256:2 <b>fabricated</b> 51:24 <b>face</b> 10:6 114:20 114:20,21 124:25 135:21 182:16	271:22 <b>face-to-face</b> 120:7 121:11 <b>faced</b> 123:20 138:14 <b>facet</b> 143:21 <b>Facetious</b> 113:10 <b>facility</b> 36:18 <b>fact</b> 4:19 32:9 33:9 36:14 37:17,18 38:2,16 40:11 43:2 46:4,14,21 49:9 56:3 69:12 84:18 91:5 97:11 104:3 115:18 119:18 126:23 134:20 140:13,17 143:22 146:18 167:18 171:3 177:14 178:16 184:18 185:10 191:3 197:4 200:7 201:8 203:16 209:23 214:16,23 216:3 218:17 223:5 227:25 232:16 237:7 247:6 250:1 256:10 261:18 264:18 268:3 270:24 <b>factored</b> 125:16 <b>facts</b> 115:22 <b>failed</b> 80:18 128:16 <b>fair</b> 11:21 12:9,10 91:2 134:11 226:14 230:4 255:17 256:5,8,8 256:13,14,14,15 256:15,19,23 257:4 271:9 <b>fairly</b> 29:18 40:9	49:5 88:9 92:22 <b>faith</b> 166:8,10 <b>fall</b> 200:6 <b>falling</b> 200:1 <b>familiar</b> 9:23 16:21 63:1 71:12 72:20 <b>families</b> 130:16,16 131:10 <b>family</b> 21:22 29:24 40:10 122:3 127:24 130:10,17 136:22,23 192:24 <b>famous</b> 108:4 <b>fans</b> 71:2,4,5 <b>fantastic</b> 147:18 <b>fantasy</b> 263:12 <b>far</b> 8:6 15:10 40:4 47:3 53:12 73:16 83:18 100:15 122:2 123:4 157:20 165:12 177:19 194:12 198:23 220:8,11 239:3,4 242:20 264:25 272:18 <b>fast</b> 131:19 170:13 <b>faster</b> 21:14 63:21 65:9 198:12 <b>fault</b> 37:6 <b>faux</b> 42:2 <b>favor</b> 61:4 84:15 208:1 <b>favorably</b> 84:16 <b>favorites</b> 124:20 <b>fax</b> 187:7 <b>FBI</b> 48:24 <b>fear</b> 46:2 58:14 <b>feasible</b> 243:23 <b>February</b> 1:17 3:1 32:23 274:18 <b>Federal</b> 67:18,21 183:22	<b>fee</b> 183:25 230:13 232:17 <b>feel</b> 34:19 52:7 66:21 69:3 80:4 115:1 117:6 119:11 122:10 126:19 128:3 139:20 140:18 217:18 <b>feeling</b> 120:5 203:17 <b>feelings</b> 85:4 88:19 <b>fees</b> 79:11,20 80:2 80:21 135:12 166:22 183:23 184:4 188:25 194:21 223:10 229:21 230:1,6 231:10,15 233:19 252:4 258:2 <b>fell</b> 111:25 270:5 <b>felony</b> 48:23 <b>felt</b> 24:19 25:9 39:6 44:12 80:15 83:16 84:1 117:11,14 150:2 150:4 156:11 177:9 178:23,25 204:16 218:14 228:17 236:16 251:24,24 <b>FF</b> 226:5,11 <b>fib</b> 63:25 <b>fiction</b> 143:9 <b>fictitious</b> 254:7 <b>fight</b> 61:22 147:5 <b>fighting</b> 184:15 <b>figure</b> 49:14 50:25 180:5 189:19 193:20 200:16 <b>figured</b> 68:23 81:9 142:23 148:12
--	--	--	---	---

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 13

175:2 189:21 193:20 <b>figuring</b> 186:18 <b>file</b> 32:25 37:22 62:18 64:5 65:12 67:18 69:24,24 74:25 95:4 142:12,13 143:25 184:18,24 223:23 255:25 <b>filed</b> 37:21,23 46:6 77:10 161:25 162:21 216:20 223:10 225:10,11 225:15 255:21 257:22 267:17 <b>files</b> 64:12 104:16 198:22 199:14 205:12 217:4 218:2 <b>filing</b> 37:24 136:6 145:21 163:20 183:21 205:10 217:9 218:9,12 228:15 <b>filings</b> 235:8 <b>film</b> 126:14 <b>filmed</b> 125:10,13 125:19 <b>filming</b> 126:15 <b>films</b> 48:15 110:18 111:7 257:6 <b>final</b> 132:23 160:12 198:25 <b>finally</b> 35:3 81:7 118:11 122:8 <b>financial</b> 194:25 <b>financier</b> 263:22 <b>financing</b> 263:17 263:25 264:9 <b>find</b> 11:4 50:11 65:25 109:12	112:20 135:20 169:10 219:23 220:19 231:14 235:12 <b>finding</b> 71:10 266:12 <b>findings</b> 6:24 <b>finds</b> 218:15 <b>fine</b> 10:11,15,24 17:25 45:20 122:10 141:10,13 141:18 272:8 273:11 <b>finger</b> 74:22 84:10 <b>fingerprint</b> 246:6 248:17 <b>fingerprinting</b> 246:2,15 247:24 250:3,4,5 <b>finishing</b> 272:24 <b>fire</b> 31:2 43:6 119:18 158:14 191:2 202:1 <b>firearm</b> 94:22 <b>firearms</b> 94:6 <b>fired</b> 125:25 126:11 139:22 178:18,24 179:6 179:23 180:6 183:8 193:1 194:4,8 200:3 201:7,9,25 202:2 202:13 204:17 213:2,10 268:4 <b>firm</b> 16:1,16,18,19 16:22 21:12 23:18 26:25,25 28:2,10,11,12 45:9 55:20 150:10 164:3,11 189:11,14 196:4 230:8 238:13,15	<b>first</b> 3:7,15 9:24 12:17,24 13:7,11 14:16,22,25 15:9 15:15,22,25 16:4 16:7,17,25 17:6 18:10,17,19 19:13,14 21:4 23:15 29:14 30:16 32:9 34:10 35:18 39:20 42:11,12 46:5,6 48:18 49:22 50:20 54:15,21 57:7,12 62:22 65:5 68:20 74:3 78:11 83:16 88:22 90:13 103:17 104:18,20 104:25 105:5 111:9 112:23 113:1 123:7 142:6 146:25 147:5 152:7,22 165:2 172:23 173:2 176:17 181:4,10 188:20 191:16,21 192:13 200:22 204:7,21 217:17 226:11 227:2 234:10,15 236:21 248:10 252:21 257:8 258:17 261:21 269:4 271:19 273:4 <b>Fischer</b> 189:23 <b>fish</b> 151:9 <b>Fisher</b> 38:3,6,7,8,9 38:12 44:25 46:3 46:18 49:16 54:7 55:14 61:20 68:6 77:14 83:15,24	84:18 92:19 96:22 147:22 151:23 152:3 199:9,12,14 248:8,13 259:8,9 261:22 262:12,17 269:7,12 <b>Fisher's</b> 199:4 249:9 <b>five</b> 3:7 14:14 42:16 56:12 64:1 64:3,8 75:21 171:25 208:14 272:4 <b>five-day</b> 29:22 <b>fix</b> 197:8 <b>flag</b> 237:9,11 <b>flagging</b> 7:3 <b>flexible</b> 8:15 <b>flight</b> 89:9 <b>flings</b> 103:6 <b>floating</b> 133:16 <b>flood</b> 76:4 <b>floor</b> 1:19 2:5 107:14 114:12,14 114:18 115:7 <b>flopped</b> 245:24 <b>Florida</b> 14:11 15:3 15:5 20:19 36:19 38:21 51:2 262:10 <b>fluids</b> 112:8 115:16 115:23 116:14,17 116:19 119:1 <b>Fly</b> 88:4 <b>focus</b> 128:20 129:14 <b>folder</b> 198:22,24 199:21 <b>follow</b> 8:14 12:12 75:24 76:23 175:14 229:5	<b>followed</b> 7:16 75:16 100:13 <b>following</b> 47:17 77:3 <b>follows</b> 13:1 <b>force</b> 223:13 247:12,19 <b>foreground</b> 124:24 <b>forensic</b> 189:18 <b>foresaw</b> 24:20 <b>forget</b> 115:15 <b>form</b> 179:5 193:16 256:11 <b>formal</b> 93:6 270:22 <b>formally</b> 184:17 <b>former</b> 42:13 53:13 53:14,16 80:11 95:8 97:3 168:22 201:15 203:4,4 <b>forth</b> 20:10 50:17 122:6 128:22 149:2 172:7 241:24 249:1 <b>forward</b> 40:1 70:21 201:5 227:7,10 239:7,12 244:22 248:22 252:22 <b>forwarded</b> 155:14 155:21 186:4 <b>forwarding</b> 186:21 <b>fought</b> 192:5 <b>found</b> 66:6 109:11 146:23 219:10 266:2 <b>foundation</b> 73:14 76:21 <b>four</b> 69:1 144:3 176:17 177:4 225:12 238:18 257:17,19 <b>Fox</b> 14:23 15:2,5 <b>frame</b> 112:2,5,11
---	--	---	--	---



Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 14

<b>framed</b> 111:12	233:21	61:21 71:15	54:25 55:25	<b>Gill</b> 24:6,6 25:1
<b>frankly</b> 46:19	<b>fully</b> 176:1 187:17	78:17 91:8	60:12,17,25	47:17 216:9,10
176:25 189:17	<b>fun</b> 271:8	130:17 148:18,19	61:15 72:3 78:5	222:25 243:24
218:13	<b>function</b> 104:9	165:3 261:22	78:23 79:8 80:10	244:10,23,23,24
<b>free</b> 83:1,7 85:6,15	<b>fund</b> 31:4 164:21	264:20 266:3	84:22 85:3 86:14	245:13 248:5
93:8 143:2	174:20,23	<b>generally</b> 41:25	86:23 87:23	250:18
250:23,25 252:8	<b>funds</b> 30:11 31:18	42:5 59:13 97:2	88:18 89:22 90:5	<b>girlfriend</b> 97:4
252:11	160:15 188:6	131:18,20	93:15 94:2 95:18	<b>give</b> 12:14,17
<b>freely</b> 34:18	224:21 225:13	<b>generate</b> 92:10	95:20 96:6,11,24	20:12,14 28:24
<b>freight</b> 189:8	264:3	<b>generated</b> 129:1	97:14,18,21	37:2,25 45:13
<b>French</b> 244:18	<b>funny</b> 125:3	<b>generous</b> 29:6,18	98:11,20 101:3	75:4 76:9 78:5
245:1	174:16	<b>genre</b> 262:14	102:4,17 103:7	83:16 84:7 94:12
<b>frequent</b> 260:24	<b>further</b> 6:21 96:3,7	263:11	103:25 105:6,11	94:21 126:14
<b>frequently</b> 58:24	175:9 205:6	<b>gentleman</b> 59:17	106:14 107:13	137:11 151:14
128:13	270:22 273:12	234:2	108:17 111:23	158:12,13 160:18
<b>Friday</b> 89:12,13	<b>furtherance</b>	<b>gentlemanly</b> 234:3	118:4 128:10,19	161:13,15 171:8
170:18,18	163:11	<b>gentlemen</b> 51:2	129:18 150:6	172:17 182:10
<b>friend</b> 86:20 96:23	<b>future</b> 26:8 151:1	<b>George</b> 111:20,21	153:14,23 154:10	188:5 214:2
114:11 120:19	151:15 152:13	<b>Georgetown</b> 14:6	155:14,21 160:18	230:9 240:13
133:24 207:23	171:17,23 194:1	<b>gesture</b> 39:25	161:10 164:20	245:21 266:5
<b>friendliness</b> 41:4	<b>FYI</b> 186:19	<b>getting</b> 17:21 39:8	165:9 168:8	270:18
<b>friendly</b> 86:19		65:11 67:1 75:8	171:6 172:10,16	<b>given</b> 24:20 68:9
<b>friendship</b> 97:13	<b>G</b>	79:9 82:20 86:25	174:12,24 176:7	76:14 125:18
182:1	<b>G-a-p-p</b> 233:10	94:9 106:22	178:1 179:18	126:21 145:15
<b>frighten</b> 88:25	<b>G-u-r-v-i-t-s</b>	108:12,21 139:22	180:19 183:13	146:18 193:6
<b>frog</b> 195:9	169:23	148:12 157:11	186:5,18,24	204:22 221:25
<b>front</b> 27:16 38:13	<b>gains</b> 220:12	164:1 174:22	187:9,22 190:20	<b>gives</b> 158:14 163:6
40:15 71:8 80:17	<b>Gapp</b> 231:22	176:12 177:3	192:11 201:20	<b>giving</b> 11:15 12:5
112:23 113:3	233:10	178:24 183:19	202:16 203:3	21:15 76:17
114:17 117:15	<b>Garrou</b> 16:14 17:8	193:4,21 202:18	207:9,19 219:2	170:24 176:12
125:2 139:2	37:5 42:10	216:24 217:5,21	221:2 222:20	177:25 193:18
166:3,7	<b>gather</b> 52:1	225:19 238:22	223:2 227:18	217:9 219:18
<b>Frost</b> 110:1 136:16	<b>gathered</b> 238:18	241:14 258:21,25	232:16 233:8,15	220:24 222:8
192:7	<b>gay</b> 84:11 105:12	261:4 263:24	234:24 243:11,19	<b>glass</b> 133:14,15
<b>fruition</b> 157:16,18	124:1,16 125:22	266:16	248:24 254:15	<b>GLBT</b> 88:16
<b>FSC</b> 85:9 252:13	263:11 268:24	<b>Gibson</b> 1:10 2:13	261:25 272:21	249:19
252:14,14,15	269:11,14,21	4:6 17:7,13 19:24	<b>Gibson's</b> 34:14	<b>Globe</b> 112:25
<b>Fuck</b> 44:2,3 220:5	<b>Gaytorrent.net</b>	20:3 22:5 23:11	44:14 56:14	113:4
<b>fucking</b> 44:2	205:11	32:5 37:25 39:18	101:18,22 165:19	<b>glowing</b> 92:22
122:11 138:4	<b>GC</b> 25:3	41:1 42:22 43:20	206:5 235:10	<b>go</b> 6:5 9:13 15:23
<b>full</b> 60:14 104:14	<b>general</b> 23:8 24:3,7	44:5 47:19 48:19	<b>giddy</b> 69:3	17:19 26:24 29:3
133:15 189:8	24:24 42:12	49:6 51:23 54:22	<b>gift</b> 112:15	29:22 39:4,21
	47:13 54:1 61:17			

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 15

40:7 43:14 45:16 46:15,20 48:6 52:2,18 53:15 59:5 65:9 66:14 67:12 70:11 73:16 75:2,4 91:9 96:3,12,16 100:19 104:4,6 106:25 110:5 117:19,23 118:17 124:21 127:7 128:1,22 131:25 132:16,18,19 135:7,8,13,15,16 140:23 143:2 148:15 157:20 158:15 161:15 164:1,20 165:6 170:7 171:12 173:12 176:24 178:11 189:18 194:12 195:10 197:3 203:11 208:13 211:7 216:17 217:16 220:22 238:4 242:20 246:11,14 246:18 251:13 252:22 255:3 268:17 271:15 272:3 <b>go-go</b> 124:16 <b>goal</b> 31:21,21 88:24 151:20 <b>goals</b> 44:25 <b>God</b> 58:15 197:1 <b>goes</b> 7:6 65:8 108:10 123:5 155:18 163:4 <b>going</b> 6:5,23 8:10 8:11,14,24 9:10 10:5 13:6 17:20	18:10,11,25 20:10 21:17 23:5 24:24 25:9,15,17 26:23 27:2,21 33:25 34:25 35:19 44:12,13 44:22 45:1,11,16 46:1 49:13 50:17 52:16 54:2 56:17 60:13,22 62:2 67:3 68:10,25 70:11,17,21 74:19 76:22 79:16 86:21 87:11 88:23 91:3 101:1,6,12 102:9 102:14 104:17 108:4 110:5 115:21 121:23 122:3 126:24 127:1 129:25 131:23 132:8 134:23 135:22 140:11 142:2,23 143:13,17 144:2 144:3,8,9 147:23 148:10,15 149:3 150:7 151:17 153:23 157:15 164:10,11,13 165:6 166:24 171:10,11,11,13 171:15,18,20 172:6 173:16 178:12,13,15,16 179:22 182:19 183:7 185:4 190:3,23 192:19 193:10,12,21,24 194:4 195:1 196:18 197:6 201:9 204:2	205:12,16 208:8 209:25 212:14 213:17 216:7,17 217:14 219:19,23 220:16,22 222:23 234:21,25 235:4 235:12 239:14 240:12 242:6,18 243:24 244:21 246:1 248:22 250:5,6,10,11,19 250:21 252:1 254:10 255:16 257:20,25 258:1 258:2 259:15,18 264:1 266:22 273:1 <b>gold</b> 165:15 <b>golf</b> 16:10 <b>good</b> 3:6 11:7 13:4 13:5 21:13 24:13 46:19 63:5,8 67:23 68:9 73:6 74:20,25 75:12 84:1 85:8 88:12 89:11,13 92:24 129:7 136:2,3 141:5 145:15 146:22 178:24 207:23 219:25 244:1,11 248:12 249:17 253:3 266:6 <b>Goose</b> 133:17 134:2 <b>gotten</b> 33:14,15 167:13 <b>grab</b> 73:20 74:8 <b>gradually</b> 128:1 <b>grainy</b> 124:25 <b>grand</b> 75:5,6,13 146:4 158:10,13	158:13 166:12,12 <b>grant</b> 70:1 <b>granted</b> 192:2 271:4 <b>granting</b> 162:14 170:23 <b>gratitude</b> 41:1 <b>great</b> 129:10 247:6 <b>greater</b> 7:17 145:18 <b>Green</b> 273:1 <b>Greenberg</b> 159:9 <b>Greenwalt</b> 270:12 <b>grew</b> 39:19 <b>Grey</b> 133:17 134:2 <b>gross</b> 31:25 32:9,10 32:20 34:1 42:2 188:17 <b>group</b> 55:7,10 56:2 56:9 77:13 189:4 189:5 235:7,25 236:6 238:7 268:19 <b>guarantee</b> 174:18 <b>guess</b> 3:15 103:2 140:10 168:24 173:24 191:21 252:14 <b>guided</b> 5:24 <b>guidelines</b> 78:6 <b>gun</b> 94:20 136:15 <b>Gurvits</b> 169:23 171:2,4,7,14 172:7 242:8 <b>Gurvits'</b> 171:13 173:12 <b>gut</b> 115:2 <b>guy</b> 43:2 46:2,7,9 60:22 67:16 72:1 72:4 204:20 269:11 <b>guys</b> 49:14 83:23	92:16 145:10 153:15 165:7 220:8 <hr/> <b>H</b> <b>Haberfeld</b> 1:16 3:5 3:23 4:3,8,12,21 5:2,19 9:7,9,17 10:2,11,15,18,24 11:6,10,21,23 12:11,19 17:24 18:3,11,15 41:17 41:20 45:15,19 45:21 48:3,6 50:11 51:19 52:4 52:15,21 61:12 62:6,10,12,25 63:5,8,12 76:24 78:1 87:12,15 96:7,12,16 99:4 99:10,16 101:12 101:15,20,24 113:13 116:5,9 130:7 131:25 132:4 141:6,10 141:14,16,19,22 158:20,23 168:21 180:11,14 196:22 210:14,22 211:5 211:7,23 212:9 212:17 226:22,25 229:12,14 230:23 232:9,11 235:19 236:1,4 237:21 238:9,25 239:3 239:19 240:1,7 240:10,16 255:1 260:23 272:5,11 272:14 273:12 <b>half</b> 133:1 166:3,7 248:20,21 264:4 265:5 <b>Hancock</b> 59:18
--	--	---	---	--

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 16

<b>hand</b> 150:5 274:16	<b>hard-core</b> 43:10	<b>helpful</b> 45:14	<b>hole</b> 167:12	<b>hopefully</b> 182:6
<b>handbook</b> 22:7,10	81:2	<b>helping</b> 218:3	<b>home</b> 103:20	<b>hoping</b> 210:9
22:12 23:1	<b>harder</b> 258:6	<b>Hemisphere</b> 72:22	117:13 121:25	264:25
<b>handle</b> 9:1 52:5,6	<b>harnessing</b> 247:10	<b>Henry</b> 2:3 3:20	122:24 123:1	<b>horrified</b> 124:24
215:11	<b>harsh</b> 246:9	231:23,24	126:24 138:18	<b>host</b> 91:25
<b>handled</b> 95:18,19	<b>hashtag</b> 65:5 246:7	<b>hesitancy</b> 70:20	<b>Honduras</b> 81:6	<b>hostile</b> 130:2
96:10 214:25	<b>hate</b> 140:2	<b>Hey</b> 56:5 68:23	95:10	<b>hosting</b> 74:15
215:15 245:12	<b>hated</b> 92:15 139:4	109:16 129:10	<b>honest</b> 115:13	91:25
<b>hands</b> 74:24 200:1	<b>hates</b> 70:10	138:9 143:25	229:25	<b>hour</b> 81:9 133:1
200:6	<b>head</b> 120:25 155:4	217:3 264:21	<b>honestly</b> 103:15	141:9 189:23,24
<b>hands-on</b> 25:4	262:23	<b>hi</b> 131:4	115:18	189:25,25 190:4
<b>happen</b> 9:11 32:24	<b>heading</b> 21:24	<b>hiccups</b> 185:1	<b>Hong</b> 147:25	233:22 262:5
78:20 81:25	227:2	<b>hid</b> 95:10 234:11	148:15 162:23	<b>hourly</b> 189:9
123:3 133:5	<b>headquarters</b>	<b>hidden</b> 74:18	163:11 164:2,3	<b>hours</b> 40:6 185:5
137:7 140:14	36:15 39:4,9	163:23 235:11	164:11 165:11,25	187:6,8 230:6
150:21 170:12	<b>health</b> 41:8 127:23	<b>hide</b> 209:17	166:17 167:1,12	259:11
175:3 185:6	127:24 131:15	<b>hiding</b> 208:19	167:20 186:23	<b>house</b> 20:22 35:23
192:19 241:1	<b>hear</b> 11:18 44:17	<b>hierarchy</b> 260:19	217:11,17 221:17	36:17 38:21
<b>happened</b> 28:9,16	44:20 116:5	<b>high</b> 21:21 79:9	221:21 227:4,9	39:21,22 60:8
83:18 85:2	142:6 239:19	149:21	<b>Honor</b> 3:17,20	65:21 99:25
107:23 110:8	<b>heard</b> 85:19 114:8	<b>higher</b> 20:4 39:14	4:18 5:17 9:6,16	100:7,14 106:20
150:19 152:8,20	264:3 267:16	49:12 149:24	10:1 17:19 18:6	133:12 140:24
172:23 175:13	<b>hearing</b> 3:8 5:7,15	<b>highway</b> 138:22	50:10 61:11 62:4	<b>Houston</b> 112:24
176:2 185:3,13	9:19 29:4 52:11	<b>hire</b> 102:9 131:9	62:15 63:10,19	113:2
190:17,21 213:2	224:6,10,12,23	131:13 166:17	71:10 76:6,19	<b>Howard</b> 1:18 2:9
213:25 215:6	238:10	<b>hired</b> 108:21	95:14 101:1,8	<b>HR</b> 120:11,25
236:17 262:3	<b>hearings</b> 9:12	136:12 151:1	107:11 113:12	139:17 183:2
266:4 270:17	164:8	206:20	116:1 129:25	208:23 209:18
<b>happening</b> 102:22	<b>hearsay</b> 7:13	<b>hiring</b> 133:3	130:6 141:3,24	<b>huge</b> 66:3 84:5
107:7,20 137:21	196:19	156:25	158:22 210:11	120:13,15 121:9
138:7 139:21	<b>heart</b> 42:17	<b>history</b> 176:17,19	225:21 226:24	197:6
140:6 155:24	<b>heavily</b> 17:1	237:7	230:10,19 237:9	<b>Hughes</b> 1:18 2:9
<b>happens</b> 34:3 50:3	<b>heck</b> 114:9 249:24	<b>hit</b> 34:18 67:4	239:7,22 240:15	<b>huh</b> 138:5
65:5	<b>held</b> 135:1 184:22	70:18 75:3	272:2,13	<b>human</b> 20:5
<b>happy</b> 50:13 88:22	<b>hell</b> 70:25 147:5	118:11 146:8	<b>HONORABLE</b>	<b>humiliate</b> 117:14
119:8 160:6	<b>help</b> 26:6,7 50:9	147:2	1:16	<b>hundred</b> 144:6
<b>harassment</b> 265:19	98:20 99:19,25	<b>hold</b> 73:21 160:20	<b>hoo</b> 165:21	<b>hurt</b> 44:18
<b>hard</b> 12:12 44:9	171:16 192:18	214:7	<b>hooey</b> 269:7	<b>hypothetical</b>
46:16 54:10 59:5	216:25 219:22	<b>holder</b> 150:18	<b>hook</b> 160:5 187:18	218:24
131:19 170:13	256:21	<b>holding</b> 167:15	<b>hope</b> 2:4 6:8 9:20	<b>hypothetically</b>
192:5 198:5,6,7	<b>helped</b> 19:18	<b>Holdings</b> 1:8 37:20	41:14 194:17	151:13 241:18,20
257:20	267:24	38:5	<b>hoped</b> 135:19	

I

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 17

<b>iCloud</b> 198:10	229:21	<b>indicates</b> 200:22	<b>infringing</b> 92:2	149:4 204:13
<b>idea</b> 56:6 68:1	<b>in-house</b> 25:9	<b>indication</b> 74:16	255:9	209:15
138:23 158:8	127:22 216:11	217:13	<b>inherently</b> 268:22	<b>intention</b> 173:18
215:5 247:6	233:18	<b>individual</b> 65:1,18	<b>initial</b> 41:12 87:18	<b>inter</b> 131:6
248:12 250:1	<b>inappropriate</b>	74:5 254:4	<b>initially</b> 56:16,16	<b>inter-involved</b>
<b>identified</b> 69:6	76:11	258:13 260:14	83:1	131:7
71:21	<b>inappropriately</b>	<b>individually</b> 1:10	<b>initiated</b> 89:24	<b>intercept</b> 203:10
<b>identify</b> 230:18	267:3	<b>individuals</b> 65:14	<b>injunction</b> 162:22	<b>interest</b> 24:15
238:20 239:12	<b>inaugural</b> 248:7,9	69:9 70:8	162:24 163:4	34:20 168:6
253:22	<b>inbox</b> 76:4	<b>industry</b> 16:24	164:2 167:4,5,11	217:20 237:1
<b>identifying</b> 262:1	<b>incentives</b> 144:5	25:12 59:22	167:13	239:10,17 244:20
<b>identities</b> 70:3	<b>incentivize</b> 150:22	66:17,18 67:4,9	<b>injustice</b> 60:14	264:2 265:3
<b>ill-gotten</b> 220:12	<b>incentivized</b> 39:12	70:19 81:17,19	<b>input</b> 90:7	<b>interested</b> 24:2
<b>illegally</b> 64:18	<b>incident</b> 101:4	85:11 86:9 92:18	<b>inquire</b> 76:22	49:13 81:22
<b>imagination</b>	103:13,19 128:12	124:7 150:16	<b>inquiry</b> 36:21	216:24 241:5
257:16	131:23 134:24	152:18,20 170:2	<b>insight</b> 145:15	264:8
<b>imagine</b> 64:5 66:8	190:16 268:11	197:3 220:14	<b>insisted</b> 261:19	<b>interesting</b> 16:7
66:10,25 143:15	271:25	240:21 250:13,15	<b>insistent</b> 156:13	<b>interestingly</b>
265:4	<b>incidents</b> 138:17	251:1,2	<b>install</b> 200:17	144:25
<b>immediate</b> 223:15	<b>inclined</b> 7:1	<b>industry's</b> 61:22	<b>instance</b> 37:21	<b>interim</b> 182:9
<b>immediately</b> 31:2	<b>include</b> 97:17	<b>inevitable</b> 173:23	51:22 53:3 94:5	<b>intern</b> 270:14
187:10 205:21	202:19 210:7	204:16	116:16 157:21	<b>internal</b> 234:4
206:25 211:19,25	<b>included</b> 21:1	<b>influence</b> 227:9	236:18 261:7	<b>international</b>
214:2	183:18 228:14,23	<b>inform</b> 84:21 85:16	<b>instructed</b> 43:10	14:12 75:23
<b>immune</b> 92:5	<b>including</b> 45:12	168:12 192:18	46:15 85:15	<b>Internet</b> 63:20,22
<b>impact</b> 46:25 67:25	95:25	<b>informal</b> 43:3	<b>instructing</b> 60:18	64:12 65:18 70:2
137:17 167:1	<b>inconsistent</b> 60:21	<b>information</b> 60:9	126:24 212:13	237:13
227:24	<b>incorrect</b> 174:2	95:17 104:15	<b>instruction</b> 210:12	<b>interpret</b> 166:14
<b>impacted</b> 94:17	<b>incorrectly</b> 231:4	147:20 148:20	<b>instructions</b> 54:9	<b>interpretation</b>
<b>impediment</b>	<b>increase</b> 151:21	202:3 217:21	78:6 200:15	115:11 219:21
146:10	<b>incredibly</b> 156:12	218:2 219:10	220:4 222:8	<b>interpreted</b> 121:2
<b>implying</b> 41:14	<b>incurred</b> 230:2	241:13	<b>insult</b> 83:4	121:5 159:16
<b>important</b> 20:16	<b>independent</b> 53:19	<b>informed</b> 150:6	<b>insurance</b> 131:15	<b>intertwined</b> 216:6
20:25 21:10,11	97:22 201:1	155:24 192:24	<b>intellectual</b> 14:12	<b>interview</b> 271:4
22:21 48:24 55:4	230:8 270:21	254:15	14:16 15:22	<b>interviewed</b> 15:12
193:2,7	<b>independently</b>	<b>infringe</b> 54:4	16:18 53:1,6	<b>interviews</b> 15:14
<b>impositions</b> 26:21	270:16	<b>infringement</b> 54:3	62:19 128:21	<b>inured</b> 30:25
<b>impression</b> 20:8	<b>indicate</b> 7:13	77:25 257:21	<b>intend</b> 205:20,24	<b>invented</b> 73:12
24:23 39:7	149:17 156:3	<b>infringer</b> 33:16	<b>intended</b> 161:21	<b>invest</b> 165:10
<b>improper</b> 228:1	161:9,18	46:7 65:24 73:9	203:11	<b>investigating</b> 165:1
230:14	<b>indicated</b> 5:2 7:11	73:10	<b>intent</b> 15:21	<b>investigation</b> 81:3
<b>improperly</b> 76:20	274:11	<b>infringers</b> 45:1	115:10 117:14	<b>investment</b> 166:19

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 18

<b>invited</b> 7:19	<b>Item</b> 29:8	189:23 191:3	107:12 117:6	<b>Kansas</b> 67:16
<b>invoked</b> 211:3	<b>items</b> 96:4 113:7,8	195:11 200:5	124:9,18	<b>Kazakhstan</b> 74:19
<b>involved</b> 71:22	114:22 122:17	202:5,12 204:9	<b>joking</b> 106:14	<b>keep</b> 31:2 34:8,15
77:12 165:5	201:17	204:14 218:14,23	108:1 109:5	74:22 118:7
250:23 265:18,22	<b>iTunes</b> 144:13	220:8,18 233:13	118:1	119:13 131:20
<b>involvement</b> 73:24	<hr/> <b>J</b> <hr/>	260:10 269:9	<b>Jon</b> 98:23,24 99:20	147:2 150:6
<b>involving</b> 77:13	<b>J</b> 1:4 2:13,19 3:8	271:16 273:4	100:1,1,2,3,3,7	155:23 172:12
88:15 100:1	12:23	<b>Jason's</b> 96:23	100:13,17,22	175:2 209:25
<b>IO</b> 77:13	<b>Jackson</b> 207:22,25	99:23,25 127:3	102:9 137:2	215:18 221:2,2
<b>IP</b> 16:25 65:15,25	<b>JAF</b> 189:22	194:19 213:22	203:8,11,12	222:23 223:24
69:9 70:3,4 71:24	<b>jail</b> 49:15	<b>Jay</b> 189:23	<b>journalism</b> 14:5	228:13
75:16,21	<b>Jake</b> 59:22	<b>JD</b> 107:9	<b>journalist</b> 88:3	<b>keeping</b> 25:14
<b>iPhone</b> 203:13,18	<b>jamming</b> 251:25	<b>Jennifer</b> 108:5	<b>judge</b> 67:13,23	129:14
203:21 215:13	<b>JAMS</b> 3:10 4:16	124:22	112:21 159:16	<b>Ken</b> 172:3
<b>Ira</b> 154:16 156:11	5:21 6:1 226:6	<b>Jennifer's</b> 108:3	162:13 224:11	<b>Kenneth</b> 2:3 3:17
156:12	<b>January</b> 55:6	<b>Jessica</b> 19:22	228:18	<b>kept</b> 104:12 194:24
<b>Ira's</b> 158:9	243:22	245:12 251:17	<b>judges</b> 69:17 84:17	194:25 198:1
<b>irreverent</b> 105:20	<b>Jason</b> 1:10 2:13	<b>jizz</b> 107:2	<b>judging</b> 235:9	203:9 222:3
106:17 107:10	4:6 19:14 23:15	<b>Jo</b> 1:25 274:7,21	<b>judgment</b> 30:20	<b>kick</b> 115:2
<b>irritant</b> 104:4	32:19,22 33:19	<b>job</b> 16:1,11 25:16	33:16 46:16 47:4	<b>kid</b> 21:21 43:12
<b>irritation</b> 104:6	34:6,7 35:1 40:13	39:8 118:7	56:23 80:7 84:2,5	<b>kid's</b> 140:24
<b>island</b> 81:5,10	41:1,8 46:21	119:13 126:20	88:16 89:8	<b>kidding</b> 106:21
<b>issue</b> 4:9,12,23	50:20 53:4 70:12	196:4 197:10	167:17 183:23	133:21
27:16 32:23	85:14 89:8 91:7	201:25 237:6	249:20	<b>kids</b> 40:12 114:11
50:15 52:7 60:23	92:16 94:19	<b>John</b> 20:6 69:16,20	<b>judgments</b> 58:25	119:12 130:20,22
156:17 170:24	95:12 98:9,15,24	<b>join</b> 142:20 246:3	<b>JUDICIAL</b> 1:2	138:10 140:22
175:14 179:4,18	100:2,2,3,15	247:22,25 248:4	<b>juice</b> 118:21 134:3	<b>kids'</b> 115:6 122:22
180:19 190:6	102:7,7 103:23	248:14	<b>July</b> 37:10,10	<b>kill</b> 139:6 268:24
212:12 216:5,6	105:20 106:16	<b>joinder</b> 69:18,19	49:24 50:1	<b>kind</b> 6:23,25 64:14
221:3 222:4	107:22 115:14	<b>joined</b> 98:5	159:17	65:10 67:3 73:10
241:4,12 261:4,9	119:13 120:2	<b>joining</b> 17:14	<b>jumped</b> 23:22	74:22 81:9 94:8
<b>issued</b> 203:14	124:18,22 126:22	20:11 197:12	<b>jumping</b> 136:19	94:18 106:20
<b>issues</b> 14:17 15:1,9	131:12 133:14	<b>joint</b> 148:22	169:5	114:24 123:13
15:16,22 16:5,5,6	135:14,21 136:14	216:19 228:9	<b>June</b> 37:10	129:8 131:11
16:8 23:4 69:18	136:16,18 137:1	243:11,12	<b>Jungle</b> 198:11	137:23 139:25
69:19 75:25	137:11 138:1,8	<b>jointly</b> 217:4	199:2,7 214:3	144:8,20 145:4
78:15 98:21	139:10,25 145:8	<b>joke</b> 105:21,25	<b>jurisdiction</b> 67:20	147:3,19 151:11
170:21 183:4	145:9,19 149:15	108:7 109:9	147:24 163:24	152:10 162:19
212:7 255:15	152:7 159:24,25	115:5 118:23,24	167:9	165:2,2 166:2
261:7 267:22	160:6 170:11,12	271:10	<b>Justin</b> 53:21 58:14	171:3 175:2,12
<b>Italian</b> 14:5	173:21 175:21,25	<b>joked</b> 106:8	58:20 59:21	178:25 197:20
<b>Italy</b> 14:13	181:2 182:6,8	<b>jokes</b> 106:17	<hr/> <b>K</b> <hr/>	215:10 216:25



Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 19

219:24 242:21 244:21 246:6 250:9 264:22 266:18 269:7 <b>kindly</b> 10:4 <b>kinds</b> 12:8 104:14 104:15 <b>Kink</b> 236:22 <b>Kirk</b> 120:9,10,11 139:16,17 182:23 182:24 183:8 191:7 201:24 208:24 209:6 <b>kissing</b> 124:19,23 <b>knew</b> 36:3 40:4 47:3 62:1 78:12 80:7 119:13 126:21 139:22 145:4,4 146:15 148:1,10 149:6 150:3 152:19 178:23 183:7,18 191:6 192:5 200:4 207:24 241:16 244:23 245:1 <b>know</b> 10:12 12:11 20:16 21:6,21 22:3,7 23:14,16 24:2,2,12 25:1,8 25:9 26:21 27:12 28:8,22 30:19 32:14,24 33:3,7 33:11,12,21 34:4 34:7 37:1 39:20 40:12,12 41:6 43:3,9,10,12 44:8 44:9,10,11 46:11 47:4,8,8,12 48:25 49:9,14 50:5 53:4 53:4,10 55:2,18 56:18,19 57:4	58:20,21 59:9 60:3,4,23 61:8 62:1 63:9 64:14 64:15 66:4,8,11 66:16,21 67:2,6 67:13,14,20 68:13 69:17 70:11,15,16,22 70:24 71:1 72:22 72:23 73:7,20,21 74:2,2,10,14 75:1 75:5,6,11,12,13 75:20 76:4 77:8 79:4,19,19,21 80:1,5,6,19,23 81:11,18 82:18 82:23 83:1,3,5,6 83:18 84:2,25 85:5,5,9 86:17 87:2,20 88:13,24 89:10,11,18 90:20 92:22 93:18,21 96:9 100:17 101:5 102:12 103:3,6 103:12 104:8,22 105:20 106:16 107:10 110:3,7 114:8,9,17 115:5 115:7,9,19 117:8 117:10,11,16 120:16,17,20,20 120:22 121:6,6 121:21,22 122:1 122:9,21,22 123:3,5,6,16 124:22 125:15 126:9,15,16,25 127:6,20,25 128:12,24 129:1 129:3,3,6,8,8,15 129:17 130:19,21	130:21,24,25 131:12,13,16 135:20 137:5,23 138:9 139:24 140:1,3,9,19,21 141:1 143:10 144:5 145:9,25 146:3,4,4,12,13 146:15,15,17,21 146:24 147:4,19 148:11,16 150:1 151:8,12 152:23 153:19 154:6,21 155:17 156:12 158:6,7,9,16 160:24 163:21,22 164:16,24 165:6 166:1,3,9,12 167:7,16 172:14 174:8 177:17,25 179:9 180:5,6 181:6 185:4,21 187:6 189:17,19 191:3,6,8,13 194:19,21,24 196:3,8 197:4,6 198:7 200:4,13 201:8,22 202:5 203:11 204:15,17 205:1 208:8,15 209:2,12,21 212:16 214:22 215:3,9 216:23 217:3,12,16 219:11,20,22 220:8,19,20 221:10,21 222:25 223:3 229:3 231:9,22 233:2 243:16 244:9 245:20 249:1,24 250:16 252:21	255:18,23 257:7 257:10 259:11,16 261:12,16 262:21 262:22 263:11 264:18,21,21 265:10 266:19 268:19 269:4,6 269:14 270:19 271:2,7 273:9,9 <b>knowing</b> 81:1 <b>known</b> 38:12 44:25 59:21 64:25 69:15 131:20 142:10 148:18 170:2,4 177:15 263:11 264:16 268:15 <b>knows</b> 8:6 65:11 <b>Kong</b> 147:25 148:15 162:23 163:11 164:2,3 164:11 165:11,25 166:17 167:1,12 167:20 186:23 217:11,17 221:17 221:21 227:4,9 <b>Krincek</b> 2:8 3:24 3:24 4:5 5:17 11:8 45:5,20 49:18 51:6 52:9 63:6 72:12 76:6 95:14 96:9 101:1 115:21 129:25 141:8 154:2 168:24 196:18 210:11,16,23,24 211:6,11,21 212:5,11,18,22 230:10 235:4,14 235:21,22 237:17 237:22,25 238:11 239:2,6 272:10	272:19,23 273:4 273:8 <b>Krueger</b> 53:22 56:14 58:14,20 59:4,21 60:3,3 79:23 80:6 <b>Krueger's</b> 54:20 <hr/> <b>L</b> <hr/> <b>L</b> 2:3 <b>L-e-n-z</b> 255:20 <b>lack</b> 35:16 <b>ladder</b> 146:8 <b>lady</b> 107:23 <b>laid</b> 226:15 <b>Lake</b> 38:21 135:2,6 <b>landlord</b> 80:11 95:9 <b>language</b> 27:18 43:24 60:16 124:11 160:11 212:10 <b>laptop</b> 133:13 197:16,17,21,25 199:16 200:8 208:11,17,20 <b>large</b> 25:23 30:21 33:18 36:5 46:16 47:5 66:23 73:7 92:8 133:12 196:10 243:25 <b>larger</b> 28:11 <b>largest</b> 86:9 144:18 <b>Larry</b> 16:13 <b>Las</b> 1:20 2:10 3:1 93:20 100:8 206:9 <b>late</b> 190:19 237:18 259:19 <b>lately</b> 129:16,17 <b>latest</b> 143:18 170:18 <b>latitude</b> 90:9
--	--	--	--	---

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 20

<b>laughing</b> 110:3 171:3	<b>leather</b> 116:24	117:19 150:14	177:1 178:11	256:12
<b>Laura</b> 189:24	<b>leave</b> 4:17 52:17 134:21 195:24	151:12 158:8	187:11 198:14	<b>lips</b> 11:18
<b>law</b> 14:2,6,12 15:1 15:18,21 21:12	<b>leaving</b> 8:25 21:12 190:7 195:22	160:23 161:1	205:6 223:12	<b>liquid</b> 133:16,16
28:2,10,11,12	196:25 216:6	173:23 176:16,16	225:3,16 226:16	<b>liquids</b> 117:2
35:4,8,9,11 36:3	<b>led</b> 170:18	190:5,6 191:11	227:4,8,20,23	<b>list</b> 15:11 76:1
36:5 55:19 76:1	<b>left</b> 11:14 13:19 15:5 21:21 81:10	192:13 197:15	228:2,7,10,25	102:15 178:25
164:3 207:25	111:13 112:23	200:18 204:6	229:20 230:12	193:25 194:2
214:10 230:8	114:19 119:1	216:5,7 225:14	231:19 234:17	236:9 256:22
255:18 256:6,6	136:14 168:16,16	229:9 234:5,10	242:18 244:3	<b>listed</b> 236:19,21,22
258:4 270:14	200:1 201:18	240:18 243:3	247:15,20 253:4	<b>listening</b> 244:10
<b>laws</b> 67:21	215:25 225:16	246:21 259:9	253:24	<b>literal</b> 106:15
<b>lawsuit</b> 42:13	227:8,23 228:7	264:23,24 265:6	<b>Liberty's</b> 54:5	220:6
67:15,18 69:24	228:11 265:12,13	267:2 268:17	62:18 66:1	<b>literally</b> 43:23
74:25 77:4,9,13	<b>legal</b> 26:6 27:24 30:11 37:12 55:7	<b>letter</b> 54:17,19 55:5 69:7 82:17	224:22 230:11	165:24 232:24
77:23 146:19	55:10,21 56:2,9	84:4 194:13	234:4,8	<b>litigating</b> 53:12,13
147:14 243:20,23	76:9,12 93:5,7	209:22 228:9	<b>license</b> 67:7,8	78:11
249:16 255:21	94:16,22,24 95:5	<b>letterhead</b> 55:6,13 55:15 56:8,11	<b>licensing</b> 16:9	<b>litigation</b> 13:22
269:2	96:25 104:14,15	<b>letters</b> 54:25 55:9 55:12 186:23	<b>Lieberman</b> 147:15	25:4 26:23 42:1,6
<b>lawsuits</b> 37:22	113:15,16 127:16	<b>letting</b> 139:9	149:2,2 159:10	42:9,25 44:6 46:1
62:18 68:8 69:16	132:20 143:9	<b>level</b> 52:24 55:24 72:9 117:10	159:23 169:18	47:14 55:11
70:21 73:5 75:16	152:16 189:4,5	127:16	171:2	60:18 74:7,10
<b>lawyer</b> 107:12	233:12 235:7,25	<b>levels</b> 117:9	<b>lied</b> 200:3	76:10 78:7,7,22
132:25 150:17	236:6 238:7	<b>Lewis</b> 207:22,25	<b>light</b> 49:8 123:15	79:9,10 80:11
199:8 245:1	266:5 267:22	<b>liability</b> 1:9 92:5,7 142:24 210:18	<b>liked</b> 22:25 46:21	88:7 142:3
270:13	<b>legally</b> 144:12	211:15 250:6	<b>likelihood</b> 35:22	169:14 177:18
<b>lawyer's</b> 104:13	<b>legit</b> 144:13	253:14	75:1	179:11 189:1,6
<b>lawyers</b> 12:12	<b>lending</b> 265:2	<b>liable</b> 73:22 74:5 160:11,13 253:19	<b>likes</b> 251:11	199:13 203:20
56:12 76:2	<b>Lenz</b> 255:19,21 256:3	256:1	<b>liking</b> 118:5	214:15 223:7
166:17 167:12	<b>Leonard</b> 231:23,24	<b>Liberty</b> 1:8 37:20 37:23 38:4,10,10	<b>limited</b> 1:9 69:20	225:2
<b>lay</b> 166:2	<b>let's</b> 11:6 13:24 21:3 34:8 35:4	53:1,2 55:14 73:2	75:1 226:11	<b>litigator</b> 190:3
<b>laying</b> 76:21 80:2	36:20 47:23	75:10 88:21 94:1	239:17 248:2	<b>little</b> 15:6,7,25
<b>lead</b> 8:16 154:19	48:17 50:11	144:16 146:2	<b>Limited's</b> 226:6	23:24 46:2 49:14
<b>leader</b> 61:21	63:22 68:23,24	148:6,25 156:9	<b>line</b> 45:16,18,22	60:3 63:25 64:7
<b>leading</b> 92:19	68:24 71:6 87:8	157:13 158:4,13	76:7,23 95:15	67:19 69:3 70:17
<b>leaning</b> 170:13	88:24 96:12 99:6	159:22 176:12,24	101:2 125:23	83:6 85:21,25
<b>learn</b> 155:5 225:14 228:25 244:12	106:24 109:11		126:1,2,4,17	90:9 99:13,14
<b>learned</b> 187:5			130:1 140:9	114:14 132:25
<b>learning</b> 186:25			146:22	145:22 156:16
<b>lease</b> 95:6,9,11			<b>lined</b> 207:17	164:17 166:1
			<b>link</b> 58:13 84:4	195:11 245:21
			142:14,17 247:8	252:19 255:18
			<b>links</b> 251:12	258:6 266:24

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 21

268:16 269:16,22 271:6,18 <b>Littler</b> 2:9 3:24 4:1 <b>live</b> 98:15 <b>lived</b> 36:16 46:9 88:23 <b>living</b> 20:18 39:15 81:5 <b>LLC</b> 1:8 <b>LLM</b> 14:12 <b>loan</b> 20:23 <b>local</b> 15:3 79:11,20 166:22 208:1 <b>located</b> 168:15 198:6,7,8 217:22 262:9 <b>locations</b> 132:16 133:2 <b>lock</b> 160:7 163:13 <b>locked</b> 104:2 148:12 165:17 220:10 <b>locker</b> 144:15 <b>lodestar</b> 230:3 231:6 233:19 <b>log</b> 209:12 215:17 <b>loggerheads</b> 205:2 <b>long</b> 6:6 17:24 31:18 39:1 56:24 62:6 64:19 83:25 101:24 118:8 119:14 121:7 123:10,13 126:14 141:6 142:13 145:19 151:9 164:5,6 165:5 187:5 197:24 229:19 254:2 257:8,11 <b>longer</b> 14:18 127:1 201:16 203:12 205:12 247:5	<b>look</b> 19:1,3 21:4,23 22:9,9 26:12,19 29:5 40:14 43:12 46:3 47:23,24 48:2,17 50:19 54:15 57:1,14 61:6 67:23 70:13 71:6,7,11 74:9,13 74:21 77:8 82:13 87:8,9,14 89:15 89:19 90:17 91:11 104:17,20 106:4 120:19 121:8,22 122:8 124:24 125:1 149:8 152:22 161:1 171:18 173:1,23 174:7 178:4 180:24 181:3,21 185:17 185:21 187:20 188:20 191:11,15 192:13 198:4 202:7 208:25 209:9 210:5 213:15,20 221:7 222:6,13 223:17 224:8 225:19,20 225:21 226:4 229:9 232:20,21 232:24 243:14 245:2 251:5 254:23 257:25 258:1 260:3 266:21 269:11 270:6 271:12 <b>looked</b> 30:19 50:24 84:16 90:20 144:23 148:10 150:3 252:2 256:23 258:17 268:6	<b>looking</b> 11:4,17 29:8,9,13 39:21 50:20 51:9 56:7 66:6 67:11 109:2 112:2,17 117:20 117:25 169:15 181:6 182:8 186:5 188:3 202:14 207:12 209:8 226:19 228:21 257:10 269:13,14 <b>looks</b> 90:1 160:8 161:12 198:5 251:11 <b>loop</b> 221:3 <b>Los</b> 2:5 16:20 <b>lose</b> 120:6 257:24 <b>loss</b> 41:9 <b>lot</b> 25:4,4,11,12 28:13,22 34:3 40:5,5 43:6 46:20 53:11 59:20 62:24 63:21 66:20 73:16 80:3 81:3,4 92:14 93:20 114:23 127:18,18 133:10 134:18 145:4 147:13 173:24 183:4 244:9 257:16 259:17 264:11,11 <b>love</b> 196:6,9 <b>low</b> 131:21 143:4,4 <b>Lowderman</b> 2:14 4:7 25:19 191:9 <b>Lowderman's</b> 25:18 95:11 <b>lower</b> 125:16 <b>lunch</b> 141:7,21 <b>lying</b> 114:12,13,18	114:20 <b>Lyons</b> 59:22 <hr/> <b>M</b> <hr/> <b>Mac</b> 215:9 <b>MacBook</b> 197:22 <b>Macintosh</b> 215:11 <b>magazine</b> 81:16 <b>Magnat</b> 226:5,11 <b>maid</b> 119:5 <b>mail</b> 58:6 215:8,9 215:12 216:1 222:22 <b>mailing</b> 68:18 <b>main</b> 16:19 <b>maintain</b> 26:6 214:17 224:18 <b>maintaining</b> 24:17 <b>maintenance</b> 265:4 <b>majored</b> 14:5 <b>majority</b> 37:19 <b>making</b> 11:17 33:1 53:8 69:3 105:21 109:25 117:6 121:18 125:1 172:17 176:4 194:7 196:11 199:3 203:3 235:8 244:25 247:19 251:19 254:18 259:19 263:6 <b>man</b> 131:16 <b>man's</b> 113:23 <b>manage</b> 136:4 219:4,6 <b>managed</b> 136:5 <b>manages</b> 38:10 <b>managing</b> 25:1,5 <b>manpower</b> 249:3 <b>manufactured</b> 6:24 <b>Marc</b> 1:4 2:13,19	3:8 12:23 28:1 88:8 261:20 <b>marched</b> 195:9 <b>Mareva</b> 162:22,24 167:4,11,13 <b>mark</b> 109:8 264:21 <b>marked</b> 6:17 <b>marked-up</b> 172:6 <b>market</b> 248:11 262:19 <b>marketing</b> 90:3 267:13 <b>Mary</b> 38:21 <b>masked</b> 178:15 <b>mass</b> 14:10 <b>Massachusetts</b> 14:4 35:20 39:3 185:14 186:2 <b>Master</b> 14:10 <b>material</b> 116:3,22 143:16 <b>materials</b> 77:17 199:4 <b>math</b> 30:19 <b>mathematical</b> 177:3 <b>matter</b> 3:8 5:11 8:2 36:8 42:12 45:10 49:21 50:4,5 53:12 80:7 96:5 141:5 151:18 177:1 187:6 231:5 236:14 245:7,10 254:17 260:15 274:10 <b>matters</b> 8:17 30:12 95:18,20 96:11 198:14 205:6,15 212:6,12 240:19 241:2 <b>mattress</b> 74:19 <b>maximum</b> 29:20
---	--	--	--	---



Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 22

44:10	87:4 146:3	<b>mention</b> 96:5	256:24	150:4,10,22
<b>McCoig</b> 94:14	216:10,11 261:12	<b>mentioned</b> 24:1,1	<b>mine</b> 86:21 112:15	157:2,11 158:5
108:15,16 136:18	269:20,23	97:25 152:21	137:5 207:23	163:10,23 164:11
136:24,25 137:20	<b>Media's</b> 230:12	157:8 193:9	255:16	165:7,10,25
<b>McCoig's</b> 138:12	<b>mediation</b> 1:2 43:4	195:13	<b>minimized</b> 67:24	166:2,13,17,25
<b>Mead</b> 135:2,6	149:3,6	<b>Mercedes</b> 139:2,4	<b>minimum</b> 68:10	167:6,15 170:13
<b>meals</b> 40:5	<b>mediations</b> 149:5	<b>mere</b> 236:16	<b>minor</b> 180:8	170:15 171:8,11
<b>mean</b> 29:5 37:13	<b>MEDURA</b> 2:8	<b>merely</b> 235:25	<b>minored</b> 14:5	171:13 172:25
52:14 56:4,7 66:9	<b>meet</b> 17:6 88:5	<b>merit</b> 76:13	<b>minute</b> 272:4	176:24 184:10,22
99:5,10 101:2	121:14 210:9	<b>merits</b> 77:19	<b>minutes</b> 62:9 64:22	185:10 191:5
107:8,21,21	219:4	<b>message</b> 88:20	143:7 172:1	193:13 210:21
120:5 121:2,7	<b>meeting</b> 120:9,24	90:14 93:18,24	219:6 246:23	211:18 217:14
123:5 125:23,24	121:17 127:10	115:12 120:17,23	257:7	220:11,16 223:13
126:11 128:2,25	181:14 183:19	126:7 193:18	<b>mirror</b> 137:16,19	223:21 224:13
130:18 140:2,10	219:2 255:14	213:11	<b>misleading</b> 45:14	247:9,19 249:22
140:22,25 148:8	264:21	<b>messages</b> 94:18	<b>missed</b> 211:12	249:24 263:15
156:10,11,15	<b>meetings</b> 183:18	105:5 115:4	<b>missing</b> 169:11	264:12 265:2
158:9 163:17,19	191:1 245:4	120:6 181:2	<b>mission</b> 250:17	<b>monitor</b> 112:12
165:2,24 166:23	263:19	203:10	<b>misunderstanding</b>	114:18 223:6
167:3 175:11	<b>megabits</b> 63:23	<b>met</b> 132:23,24	119:24	<b>month</b> 83:1 143:5
177:22 179:7	64:4,8,10	<b>metastasizes</b> 65:8	<b>mixed</b> 85:4	259:14
180:2 182:3	<b>Megaupload</b>	<b>method</b> 51:25	<b>mocked</b> 70:22	<b>mood</b> 194:19
192:21 193:3,7	154:13,19,24	58:24 231:6,9	<b>model</b> 23:12 24:13	<b>morale</b> 135:15
201:3 205:8	155:20 156:24	<b>methods</b> 162:17,19	24:14 47:18	<b>morning</b> 3:6 13:4,5
219:11 220:5	242:13	<b>Miami</b> 28:12	142:19,25	41:9 99:23,24
228:21 231:17	<b>member</b> 75:19,21	186:10,11	<b>Moldova</b> 148:3	106:18 133:19
235:22 247:16	75:22 142:21	<b>Micah</b> 202:2,13	165:15	164:9 243:8
251:19 252:2,10	143:20 252:15	<b>Micah's</b> 202:19	<b>moment</b> 11:3 48:3	272:12 273:14
252:10 253:18	<b>members</b> 16:6 61:2	<b>middle</b> 90:13 95:5	87:12 115:9	<b>Mosier</b> 200:13
254:1 263:2	124:14 203:4	136:20 137:22	132:13 157:8	<b>motion</b> 66:18
264:16 272:23	<b>membership</b>	264:20	174:3 180:8	69:24 135:12
<b>meandering</b> 15:25	249:18	<b>midway</b> 186:17	216:7 232:5	161:25 162:5,14
<b>meanies</b> 68:15	<b>memberships</b>	<b>Mike</b> 59:18,18	255:1	162:21 170:23
<b>means</b> 50:7 121:1	249:19	<b>Millennium</b> 91:24	<b>Monday</b> 1:17 3:1	183:22,25 191:25
121:4 218:10	<b>memo</b> 149:15	<b>million</b> 79:7 129:2	<b>money</b> 31:2 34:4	224:4 229:16
<b>meant</b> 103:12	155:17	129:4,5,6 151:14	46:15 47:6,7 53:8	230:17 256:5
149:6 176:15	<b>memory</b> 44:23	151:16 220:10,12	56:22 74:17,18	<b>motions</b> 231:15
<b>media</b> 1:7,8 3:9	134:4,6 257:11	220:15 264:10	75:7,8 127:19	<b>motivate</b> 74:11
14:16 15:3,10,14	<b>men</b> 110:14 131:21	265:4	128:17,25 129:10	<b>motivations</b> 248:1
15:21 24:8 37:20	263:13,14	<b>millions</b> 129:12,12	129:13,16 142:21	<b>mouth</b> 93:2
38:3,4,13,16 59:1	<b>Mendelson</b> 2:9	<b>mind</b> 33:11 62:23	146:15 147:22	<b>move</b> 10:22 11:5
61:1 66:9 77:13	3:25 4:2	125:12 241:17	148:12,13,14	20:20 21:19

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 23

35:19,22,24 36:2 36:8,11,20 38:14 38:22 39:2,3,10 81:13 130:6 131:23 134:23 167:5 169:19 199:1 227:10 230:19 234:5 235:13,17 273:2 <b>moved</b> 15:4 20:18 28:23 39:13 93:19 165:3 201:5 <b>moves</b> 227:7 <b>movie</b> 64:20 65:3,4 65:5,22 67:16 71:25 72:23 133:6 143:4 246:14,22,25 247:4,5,8,23 257:20 <b>movies</b> 36:18 64:18 66:9 67:7 68:6 69:5 70:14 74:3 143:19 144:9 246:4,5,12,13 247:2 251:4 <b>moving</b> 39:8 119:21 141:4 184:3 195:3 <b>multiple</b> 51:4 55:22 90:14 156:20 176:19 <b>mundane</b> 82:18 <b>Music</b> 256:4 <b>myriad</b> 93:17	74:15 80:7 85:14 88:17 95:2,3,5,5 95:12 147:15 169:23 202:2 245:2 261:13 <b>named</b> 17:10 53:21 97:25 <b>names</b> 70:5 254:7 254:8 <b>narrative</b> 12:5 66:22 211:18 <b>narrow</b> 4:23 123:10 <b>NASA</b> 64:15 <b>national</b> 130:3 <b>nationally</b> 15:2 <b>nature</b> 20:7 54:1 97:2 99:2 126:14 <b>Navarro</b> 159:16 162:13 224:11 228:19 <b>near</b> 101:8 153:14 171:23 194:1 <b>neat</b> 63:19 143:9 <b>necessary</b> 8:15 <b>neck</b> 113:23 <b>need</b> 6:14 52:8 59:12 62:8 70:16 127:21 129:13 141:11 164:21 165:7 170:17 221:17,23 273:8 <b>needed</b> 29:3 70:5 84:23 102:10 218:14 220:1 258:22 264:9 <b>needs</b> 25:14 64:24 96:9 <b>negative</b> 66:24 83:15,19 <b>neglected</b> 41:7 <b>negotiate</b> 29:2 30:6	30:13 31:16 266:16 <b>negotiated</b> 20:15 21:9 31:9 245:13 <b>negotiating</b> 26:16 29:17 173:15 <b>negotiation</b> 150:7 150:20 158:4 225:5 241:11 <b>negotiations</b> 23:7 49:11 136:4 149:18,25 150:16 151:5 156:8,15 156:16 163:15 170:22 172:13 242:16 <b>neither</b> 77:21 258:23 <b>net</b> 31:25 32:1,20 34:1,25 188:16 188:17 <b>Nevada</b> 1:7,20 2:10 3:1 94:11 162:21 163:10 167:5 214:10,11 274:3,17 <b>never</b> 28:8,15 40:4 53:13 56:4 73:13 83:18 84:19,19 126:4 140:21 144:4 148:3 157:19 163:22,23 167:13 168:10 176:8 179:10 205:3 228:4 248:18 252:13 253:25 261:2 262:3 <b>nevertheless</b> 46:11 <b>new</b> 21:16,21,22 113:1 141:4 185:6 205:12	216:2 229:1 <b>Newhouse</b> 2:4 3:18 3:21 <b>news</b> 14:23 15:3 83:21 89:12,13 192:25 <b>newspaper</b> 125:2 <b>nice</b> 28:25 39:25 41:12 43:2,24 68:12,13 <b>nicely</b> 84:1 88:8 <b>Nick</b> 200:13,20 <b>night</b> 164:5 259:19 <b>nights</b> 28:21 <b>Ninth</b> 229:7 231:3 <b>no-warning</b> 67:15 <b>noir</b> 126:15 <b>non-colloquial</b> 140:3 <b>non-performer</b> 102:3 <b>nondiscretionary</b> 30:2 <b>nonmonetary</b> 160:2 <b>Nope</b> 158:2 <b>normal</b> 156:1 <b>north</b> 123:21 <b>notably</b> 223:9 <b>notation</b> 173:8 <b>note</b> 167:24 168:5 168:9 169:10 <b>notebook</b> 47:24 <b>noted</b> 6:20,21 51:19 <b>notes</b> 52:22 274:12 274:15 <b>notice</b> 92:2 102:21 127:2 188:11 226:6 256:1 257:22 <b>noticed</b> 49:18	57:20 <b>notices</b> 253:10 <b>notify</b> 259:21 <b>number</b> 3:11,13 13:7 53:16 65:17 68:19,24 80:16 104:23 117:23 119:19 149:24 158:9,20 209:12 226:22 230:6 235:23 237:23 245:1 264:3 269:20 <b>numbers</b> 29:11 149:22 <b>numerical</b> 246:9  <hr/> <b>O</b> <hr/> <b>o'clock</b> 133:19,20 141:17 164:8,9 262:5 <b>object</b> 76:7 95:15 101:2 115:21 125:19 130:1 196:18 210:11,16 230:10 235:4 <b>objection</b> 6:14,15 6:16,20,25 45:6 76:25 78:2 96:8 116:9 212:16 230:23 <b>objections</b> 6:22 7:2 7:21 224:3 <b>objective</b> 270:19 <b>oblique</b> 23:16 <b>observations</b> 267:20 <b>observe</b> 114:7 115:16 116:18 203:3 268:1 <b>observed</b> 119:16 <b>observing</b> 102:23 <b>obvious</b> 177:19
--	--	---	--	--

---

**N**


---

N 2:17  
**naked** 132:11  
**name** 10:4 33:22  
 34:3 38:8 42:14  
 46:8 59:18,22

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 24

179:7,8 183:6,7 191:6 221:24 256:8 <b>obviously</b> 76:16 95:16 151:16 271:17 <b>occasionally</b> 105:23 242:20 <b>occasions</b> 90:15 134:8,17 231:10 <b>occur</b> 237:16 <b>off-collar</b> 124:9 <b>off-record</b> 41:18 96:14 132:2 <b>off-the-record</b> 3:12 <b>offense</b> 49:1 145:13 <b>offer</b> 22:6,24 33:5 43:8 68:22 83:8 150:17 161:22 197:10 240:23 <b>offered</b> 150:10,10 153:15 203:20 211:19 <b>offers</b> 240:22 <b>office</b> 16:19,20 36:18 40:7 43:5 93:22 103:24 104:1,5,7,11,13 105:12 106:3,8 109:13,14 110:11 110:24 111:10,11 114:4,7 115:4 121:25 122:2,18 122:20,25 123:5 123:9,11,13,20 125:20 126:5,6 126:10,13 130:23 134:22 137:5 138:5 168:16,17 169:7 195:4 266:22 274:17	<b>officer</b> 25:25 58:11 <b>offices</b> 36:15 55:22 123:18 <b>official</b> 5:15 213:21 <b>offshore</b> 146:13 167:10 249:25 <b>oh</b> 8:1 37:9,17 40:19 61:4 70:10 106:21 134:20 157:1 163:17 166:1 191:23 197:1 201:8 206:16 221:19 225:25 234:16 249:11 <b>okay</b> 3:23 9:7,17 10:2 11:6,20,23 12:19 13:10,13 13:17,20,25 18:2 19:2 26:4 27:22 35:6 45:21 48:11 57:12 61:7 63:5 76:24 86:1 87:22 89:17 90:19 91:13 97:10 101:24 102:18 104:23 106:6 107:1 109:1 111:2,5 113:13 117:22 118:18 120:24 122:11 126:12 130:7,25 134:25 140:16 142:5 145:19 149:11 153:1 155:1 158:8 161:2 165:22 168:1,1 171:22 174:1,5,6,10,11 180:23 181:9 185:19,24 191:14 197:9 202:8	204:5,8 209:5,11 211:21 212:17 213:19 217:25 218:20 221:9,19 222:12 223:19 226:21 229:11 232:23 234:7,9 236:4 251:7 254:25 260:22 272:5,10,11,14 273:3 <b>old</b> 238:4 <b>Olivia</b> 107:14 <b>Olivia's</b> 118:21 <b>once</b> 41:23 142:22 143:15 147:4 148:6 156:20 171:15 184:24 194:3 227:8,23 228:7,10 <b>one-hour</b> 246:22 <b>one-person</b> 55:20 <b>ones</b> 77:6 239:13 239:24 248:10 249:19 <b>ongoing</b> 23:23 27:5 42:9 133:10 <b>online</b> 256:11 261:17 <b>onus</b> 239:7 <b>onward</b> 29:16 <b>oOo-</b> 3:3 <b>open</b> 11:8 78:14,19 133:13 205:11 213:21 219:20 221:24 <b>opened</b> 114:10 <b>opening</b> 9:21 <b>openly</b> 204:22 237:10 <b>operating</b> 58:11 <b>opinion</b> 230:9	270:19 <b>opinions</b> 76:18 <b>opportunity</b> 83:17 135:18 <b>opposed</b> 106:15 212:2 242:18 258:14 <b>opposing</b> 43:1 55:19 151:10 153:11 156:10 172:21 242:17 <b>optics</b> 67:22 <b>option</b> 70:13 170:15 248:6 <b>options</b> 247:7 <b>order</b> 8:3,9,12,24 9:11 18:12 49:11 50:8 60:9 64:24 70:5 72:16 142:22 150:11 162:13 163:5 166:24 169:13 170:8 171:16 177:20 184:1,6,6 223:10,12,21 246:13 247:21 260:14 272:19 273:5 <b>ordered</b> 5:23 184:11 <b>organization</b> 251:1 <b>organizations</b> 75:18 <b>orientation</b> 262:15 <b>origin</b> 130:3 <b>original</b> 34:17 35:12 164:24 <b>originally</b> 130:2 176:21 198:9 <b>Orlando</b> 16:21 <b>Orleans</b> 113:1 <b>Oron</b> 13:22 79:10	135:12 136:6 142:3,6,10 144:15,20,22 146:10 147:7 148:6,25 149:18 154:25 155:5 157:10,10 159:14 159:18 161:15 162:17 163:16 171:16 177:7 184:14 188:25 189:6 192:1 193:13 194:18 199:12 216:6,8 216:15,19 217:1 218:15 219:9,13 219:14 220:15 221:21 223:7 225:10,11,15 226:12,13 227:21 228:3,23,25 230:13 <b>Oron's</b> 217:21 <b>Orshal</b> 42:14 <b>Orwell's</b> 111:21 <b>outcome</b> 244:6 <b>outed</b> 269:18 <b>outlets</b> 269:20,23 <b>outline</b> 187:22 <b>Outlook</b> 215:10 <b>outside</b> 23:7 24:10 24:17 25:1,5,6 26:6,17 28:2,7,18 80:2 177:11 189:11,14 212:15 216:12 235:24 238:21 260:1 263:1 <b>outstanding</b> 212:12 <b>outtakes</b> 111:6 <b>overlap</b> 99:14
---	--	---	--	--

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 25

<b>overrule</b> 6:22	188:9,20 192:13	65:21,23 73:7	252:4 256:25	64:6,9,21 65:2,8
<b>Overruled</b> 78:2	202:15 204:6	75:18 92:9 98:6	257:22 258:2	65:13 66:12,23
196:22	207:5 209:8,9	99:7 116:7	<b>pas</b> 42:2	67:1 68:17,21
<b>overtures</b> 176:4	213:18,20 221:7	140:18 156:22	<b>pass</b> 45:17	69:17 70:3,14
<b>owed</b> 44:12	221:8 226:9,19	157:12 171:8	<b>passenger's</b> 136:16	71:1,5 97:18
<b>owes</b> 92:18	226:20 227:13	178:8 182:7	<b>pasted</b> 22:4	104:4 105:22
<b>owned</b> 35:23	232:24	210:18 211:9,11	<b>pat</b> 87:3	109:24 117:6,17
<b>owner</b> 25:23 98:6	<b>pages</b> 87:17 90:21	211:12,13 228:17	<b>path</b> 194:12	119:19 128:4
255:24	112:24 174:8	235:9,14 243:25	218:12	129:14 130:16
<b>owners</b> 226:12	180:24	251:25	<b>Patrick</b> 207:8	131:10,21 140:25
<b>ownership</b> 148:2	<b>paid</b> 29:7,18 30:11	<b>partially</b> 85:9	<b>Patriots</b> 112:25	142:12 143:11,24
	41:11 47:10	<b>participant</b> 250:8	122:23	144:3 152:2
<b>P</b>	56:22 82:24	<b>participate</b> 64:25	<b>pay</b> 7:3 30:22,22	157:23 172:17
<b>P 2:3</b>	195:1 214:8,18	65:13	31:2 34:17	178:18 189:12
<b>P-e-t-r-e-s-c-u</b>	224:22,24 230:2	<b>participation</b>	142:21 146:2,6	193:7 201:25
96:20	259:22	248:25	147:4,4 150:2,22	203:4,11 207:14
<b>P-r-i-n</b> 71:19	<b>painting</b> 111:17	<b>particular</b> 8:5	165:7,10 166:22	213:9 219:19
<b>p.m</b> 50:21 57:13	122:21	13:22 16:24	178:15 197:6	239:16 240:21
206:3,6 273:16	<b>panic</b> 75:4	42:25 53:21	203:21 258:2	247:11 256:22
<b>PA</b> 28:1	<b>papers</b> 9:10,13,20	55:16 65:3,4,4	263:11	268:18,19 272:17
<b>package</b> 83:2	22:24 114:23	89:7 103:19	<b>paying</b> 44:2 71:5	272:19
<b>packed</b> 100:14	136:6 177:12	159:21 179:18	157:2,5 169:18	<b>people-issued</b> 90:6
122:19	<b>paradigm</b> 216:12	198:21 251:20	189:8	<b>perceive</b> 82:20
<b>page</b> 2:18 19:9	<b>paragraph</b> 21:4	254:17 256:18	<b>payment</b> 20:22,23	163:14
21:5,23,23,25	26:20 27:9,10	259:25 262:1	47:6 74:12	<b>perceived</b> 83:14
27:14,20,21 29:8	30:3,7 34:12	<b>particularly</b> 18:3	152:13 155:19	<b>percent</b> 30:10,17
29:9 30:2 32:21	91:16 160:3,5,10	30:1 33:13,23	207:11 227:21	31:25 33:3 34:25
34:11 45:16,21	176:14 178:5,17	160:1	<b>PayPal</b> 148:13	151:25 160:15
48:18 49:23 50:8	202:14,15 207:12	<b>parties</b> 8:20 18:7	167:6,8,10	187:19 188:17
50:20 54:15,16	<b>paralegal</b> 104:6,9	55:19 149:5	184:13,19,21	208:14 220:17
54:21 55:5 57:12	168:22 195:18	153:11 203:24	185:11	264:4 265:5
57:15 58:13	233:13	212:8 217:12	<b>PDF</b> 215:23	<b>percentage</b> 242:3
90:13 91:11,17	<b>pardon</b> 27:20 48:5	225:12,12 237:12	<b>peach</b> 133:17	248:20
104:20,21 105:1	186:6	247:21	134:2	<b>Perfect</b> 155:11
106:25 108:11,23	<b>paren</b> 213:22,23	<b>partner</b> 17:11	<b>penalties</b> 49:2	<b>perfectly</b> 35:21
109:2 113:4	<b>parents</b> 130:24	21:14	<b>penalty</b> 49:12	<b>performer</b> 94:13
117:23,24 118:17	<b>Parkway</b> 1:18 2:9	<b>parts</b> 45:11,13	160:16	96:22 98:9,24
119:21 125:2	<b>part</b> 22:6 23:2	210:3 211:20	<b>penny</b> 60:13	100:23 108:20
159:6 173:2	24:14 25:23	<b>party</b> 7:18 31:13	<b>people</b> 27:12 38:15	136:25 137:1
174:12,15 181:3	27:20 30:16 31:4	77:11 85:14	44:9 46:17,20	183:12
181:4,7,8,10,21	44:24 46:25	135:5,24 140:23	51:4 53:1,5,16	<b>period</b> 42:8 105:7
182:8 186:5,6,15	48:17 61:23	158:6 211:2,3	60:2,6 61:24 62:1	130:10,13 164:7
186:17 187:20				

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 26

171:6 184:9 216:2 <b>periods</b> 69:20 <b>permissible</b> 35:21 <b>permission</b> 140:12 <b>permit</b> 94:13 108:12 <b>permits</b> 94:10 <b>permitted</b> 4:17 <b>persevere</b> 67:9 <b>person</b> 47:9 49:15 65:6,7 93:16,18 102:13 107:9 118:14 119:23 129:5 139:18 141:1 184:19 193:3 200:18 247:3 257:4 269:4,19 <b>personal</b> 39:17 40:6 94:2,4 95:6 95:20 96:11,22 97:14,17,22 98:10 101:3 108:17 113:7,8 122:17 143:12,14 189:14 197:13 199:16,20,21 201:17 202:3,19 <b>personally</b> 81:7 95:18 100:11,18 127:10 131:6 136:21 160:4,13 187:17 251:18 252:7 <b>pertinent</b> 99:7 116:7 <b>Peter</b> 92:25 <b>Petrescu</b> 96:19 <b>phase</b> 149:19 <b>Phinney</b> 93:1 <b>phone</b> 65:17	160:22 164:8 202:18 203:8,12 215:20 264:19 <b>phones</b> 203:1,4 <b>photo</b> 143:12,14 144:1 <b>photograph</b> 125:1 125:6 <b>photographer</b> 193:5 <b>photographs</b> 54:6 <b>photos</b> 202:20 <b>phrase</b> 59:5 205:23 <b>physical</b> 168:14 169:6 <b>physically</b> 38:20 <b>picked</b> 41:8 58:22 <b>picture</b> 111:9,12 124:23 <b>pictures</b> 110:9,12 110:16 112:18 114:11 115:6,25 116:16,20 122:22 125:5 199:20 <b>piece</b> 65:11 68:14 200:18 261:19 <b>pile</b> 85:1 <b>Filler</b> 163:5 <b>pin</b> 273:8 <b>pink</b> 133:16 <b>pint</b> 134:2 <b>piper</b> 147:4 <b>piqued</b> 24:14 <b>piracy</b> 49:16 61:22 66:1 69:11 71:22 73:1 92:14,15 144:16 147:13 148:20 247:17 250:8,12 256:12 261:17 <b>pirate</b> 64:18 146:24 148:22	155:17 <b>pirated</b> 66:6 144:11 <b>pirates</b> 240:21 247:10 <b>pirates'</b> 170:4 <b>pirating</b> 71:25 <b>pitch</b> 154:20 155:15,19 <b>pitfalls</b> 145:17 <b>place</b> 36:9,14 38:15 43:7 85:17 85:18 103:15 112:1 117:12 123:7 129:9 130:20 195:9 216:2 257:8 274:11 <b>places</b> 35:7 77:7 114:24 124:21 <b>plagiarized</b> 22:11 <b>plain</b> 231:7 <b>Plaintiff's</b> 22:13 <b>plan</b> 39:3 164:24 191:10 210:2,7 <b>plane</b> 90:25 100:8 100:18 <b>plans</b> 194:7 <b>play</b> 151:4 170:14 203:17 <b>played</b> 146:20 <b>players</b> 124:7 <b>playing</b> 16:9 108:2 242:21 <b>pleading</b> 177:20 226:14 231:3 <b>pleadings</b> 198:15 223:6 230:17 235:7 <b>please</b> 10:3,6 11:15 18:22 21:23 26:12 30:4 32:11	40:14 47:24 48:4 54:12,15 57:1 59:7 61:6 71:7 78:3 87:9 89:15 90:18 91:12 104:18 106:24 111:1 112:11 117:19 118:17 138:21 152:22,24 153:25 158:18,21 161:1 162:7 167:25 174:3 175:16 180:22 181:3 182:10 185:17 188:21 191:11,13 202:7 208:25 210:5 218:21 221:5,10 222:6,11 223:17 224:8 225:20 226:4,23 229:9 233:3 243:14,16 251:5 254:23 255:2 260:4 270:6 271:12 <b>plus</b> 160:15 187:18 194:21 250:17 <b>poach</b> 86:21 <b>pocket</b> 86:18 <b>podcast</b> 59:16,17 59:23 60:5 <b>podcaster</b> 59:19 <b>point</b> 25:11 27:11 41:4 45:2 66:3 84:17 86:17 90:5 102:16 106:1 115:2 118:3 126:24 128:2 139:22 141:4 144:20 145:13 146:9,12 150:2 158:10 163:19	169:20 170:6 171:22 172:15 175:8 176:1,11 178:10,23 179:17 180:4,6 190:15 190:19 195:8 197:20 215:8,14 222:22 227:13,20 228:2,9 244:7 248:5 250:18 257:1 269:12 271:1 <b>pointed</b> 170:17 <b>policies</b> 22:23 <b>policy</b> 46:19 201:23 250:1 <b>ponder</b> 33:4 <b>pool</b> 132:12 <b>poor</b> 170:20 205:23 <b>poorly</b> 117:17 <b>popped</b> 147:9 <b>popular</b> 70:9 <b>porn</b> 81:19 92:15 103:23 105:12 124:1,4 125:9,13 125:22 193:4 228:4 257:13 262:9,16,23 269:9,15 <b>PornGuardian</b> 91:20,21,22 92:8 92:20,23 93:1,5 147:10,11,14,16 148:7 155:6 <b>Porno</b> 254:10 <b>porous</b> 116:24 <b>portion</b> 45:7,8 48:19 59:21 87:18 169:18 202:15 226:5 <b>position</b> 23:15
--	--	---	--	--



Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 27

24:21,24 25:22 36:8 58:9 71:2,3 102:2,3,6 137:4 161:19 183:1 210:23 220:9 222:24 223:24 224:25 230:15 237:18 238:22 248:11 264:23 <b>positions</b> 230:12 <b>positive</b> 83:21 <b>possibility</b> 17:13 20:11 120:18 195:21 197:12 218:3 <b>possible</b> 9:12 12:5 28:9 29:20 30:20 36:1 78:13 100:15 145:16,16 201:5 216:15,25 222:9 241:18,20 253:21 263:17,21 <b>possibly</b> 32:24 52:8 61:24 64:22 80:25 242:2 251:3 263:19 272:20 <b>postgraduate</b> 14:7 <b>potential</b> 144:21 144:22 221:20 239:17 241:12 266:24 <b>potentially</b> 258:1 <b>pounce</b> 218:16 <b>PR</b> 61:23 70:18 <b>practice</b> 16:3 24:10 24:18 25:6 150:14 202:23 230:17 <b>practiced</b> 266:20 <b>practices</b> 139:8 <b>practicing</b> 28:7	<b>precise</b> 168:25 <b>prefer</b> 272:7 <b>prehearing</b> 9:22 <b>prejudice</b> 227:5 237:21 <b>premarked</b> 6:11 <b>preparation</b> 22:15 <b>prepared</b> 5:13 168:15 171:6 <b>presence</b> 4:13 26:7 36:13 <b>present</b> 2:12 4:11 5:4 10:8 44:14 84:21 <b>presentation</b> 84:24 84:25 <b>presented</b> 6:17 35:13 172:9 235:20 <b>presenting</b> 8:13 <b>presently</b> 10:21 <b>preserve</b> 9:11 181:25 <b>preserved</b> 199:4 <b>press</b> 46:23 68:1 70:9 81:14,14 83:22 86:4,5 88:10,12,19 89:3 89:11,22,24 90:6 91:14 93:2 267:22 268:2 <b>pressure</b> 127:19 162:17 163:15 196:24 <b>presume</b> 72:4,22 180:4 <b>presumed</b> 78:12 164:17 <b>pretext</b> 179:9 193:21 <b>pretextual</b> 175:13 179:10	<b>pretextually</b> 177:20 <b>pretty</b> 18:12 24:13 29:6 33:17 39:19 39:19,24 43:1,2 51:3 68:9 81:2 82:18 83:24 88:22 91:5 93:8 106:22 117:8 123:3 129:6 134:6 156:1,1 163:1 164:7,7 167:16 177:8 179:8 183:5,7 185:14 193:2 196:10 197:5 208:23 215:5 228:22 231:24 232:3 249:25 250:17 254:9 <b>prevailing</b> 252:4 <b>preventing</b> 78:23 <b>previously</b> 139:5 <b>price</b> 98:23,24 99:3 99:20 100:12 102:2 103:14 125:17 137:2 143:4 <b>Price's</b> 101:10 203:8 <b>primarily</b> 16:2,17 79:11 262:16 <b>primary</b> 245:11 <b>Prin</b> 71:16,19 <b>print</b> 10:4 15:10,14 83:24,25 237:13 <b>printed</b> 49:22 50:6 57:21,23 72:15 206:12,12 215:23 <b>printout</b> 237:12 <b>printouts</b> 238:3 240:4	<b>prior</b> 14:24 16:22 17:10 26:25 58:25 103:25 223:10 271:25 <b>privacy</b> 8:3 238:23 <b>private</b> 27:6 29:4 201:6 228:14 259:1,15,18 <b>privately</b> 82:2 <b>privilege</b> 95:23 96:2 177:18 211:2 <b>privileged</b> 95:17 238:24 <b>privileges</b> 100:20 <b>probably</b> 10:25 43:7 50:25 70:14 70:15 86:8 96:21 118:10 123:16,21 142:7,23 144:12 144:17 146:5 150:4 164:16,17 165:17 193:6 194:23 208:7 236:21 244:8 263:9 264:10 266:20,21,23 272:4,25 <b>probative</b> 238:17 239:20 240:3 <b>Probing</b> 241:13 <b>problem</b> 4:15 51:10 66:2 72:13 73:1,9 144:15,18 156:20 178:8 212:18 218:24 251:20,22,25 <b>problematic</b> 160:3 <b>problems</b> 98:21 218:4 219:1 230:18 <b>procedurally</b> 163:1	<b>proceed</b> 9:23 116:4 <b>proceeding</b> 5:5 <b>proceedings</b> 1:14 4:20 184:17 224:20 273:15 274:10 <b>process</b> 17:25 18:4 19:12,19 81:7 208:10 261:3 <b>processors</b> 227:22 <b>produce</b> 52:1 185:2 237:15 238:4 242:21 <b>produced</b> 50:4 158:4 238:1 246:12 262:12 <b>product</b> 262:11 269:8 <b>production</b> 52:1 57:24 <b>professional</b> 117:11 156:4 <b>professionally</b> 20:9 <b>professor</b> 75:25 <b>professors</b> 76:2 <b>profit</b> 190:1 <b>program</b> 215:8,10 215:12 245:23,25 247:22 248:15 268:25 <b>progressive</b> 22:22 <b>prohibited</b> 7:2 <b>project</b> 199:1,9 252:14 <b>prolonged</b> 78:7 <b>promise</b> 196:12 <b>promissory</b> 167:24 168:5,8 169:10 <b>promote</b> 54:8 <b>promoted</b> 137:3 <b>promotional</b> 83:2 <b>promptly</b> 207:3
--	---	--	--	--

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 28

<b>proof</b> 8:9	<b>psychological</b> 58:24	<b>pursuing</b> 162:16 216:14	87:21 90:22 96:10 132:9	31:13 50:14 51:25 52:24 55:7
<b>proper</b> 50:8	<b>PTO</b> 259:25 260:2	<b>pushed</b> 9:14	152:24 174:9	55:9 56:2,9 62:17
<b>properties</b> 62:19	260:11	<b>pushing</b> 250:24	185:23 222:14	76:8 77:2 78:5
<b>property</b> 14:12,17 15:15,22 16:18 53:2,6 54:7 98:19 128:21 150:18 249:9	<b>public</b> 45:9 46:17 46:25 47:5,9 67:4 67:24 68:14 147:12 217:23 228:14,22 236:11 236:12,14 239:24 253:12	<b>put</b> 9:3 18:7,17 23:23 27:8,9 34:2 43:5 48:14 49:1 58:14 71:8 80:13 80:23 84:9,23 85:8 93:2 103:2 115:13 133:14 140:2 145:18 156:13 160:4 163:15 166:12 167:23 168:6 177:19 239:7 244:21 253:11	230:20 <b>quick</b> 225:19 <b>quicker</b> 172:25 <b>quickly</b> 39:19 207:21 <b>quit</b> 182:10 208:8 208:9 213:9,22 <b>quite</b> 46:10 56:19 121:6 134:20 138:16 142:7 146:13 148:3,9 208:12 <b>quote</b> 53:15 85:24 91:19 92:17,24 93:13 220:5 235:12 261:18 <b>quoting</b> 78:17	95:16,22,25 96:19 101:23 102:14 123:23 125:18 142:2 144:14 160:12 180:10,18 189:4 189:5 199:15 225:23 230:11 231:2 232:8,14 235:6,25 236:6 238:7,20 240:6 240:19 261:21 268:11
<b>proposal</b> 210:8,13 243:10 244:3	<b>publication</b> 81:20 86:9	<b>puts</b> 158:14		<b>Randazza's</b> 31:12 211:15 239:23
<b>propose</b> 51:20,22	<b>publicity</b> 261:7	<b>putting</b> 79:25 80:3 162:17 177:22		<b>rapid</b> 143:5
<b>proposed</b> 30:17 33:10 35:13 39:13 54:19 83:2 157:21 243:20	<b>publicly</b> 228:2	<b>puzzled</b> 224:15		<b>Rasmus</b> 98:1,12 103:1 183:10 213:13,14 251:10 252:22
<b>proposing</b> 157:24	<b>publish</b> 84:3 269:23 270:1		<b>Q</b>	<b>R</b>
<b>prosecution</b> 60:10	<b>published</b> 86:10,12		<b>qualify</b> 76:8	<b>radar</b> 144:21 145:10 148:17
<b>prosecutors</b> 49:13	<b>publishes</b> 38:11		<b>quarter</b> 34:4	<b>radio</b> 16:9
<b>prostitution</b> 54:8	<b>puked</b> 138:24		<b>question</b> 12:17 37:7 42:4 44:21 44:24 58:7 61:9 76:22 78:3 101:9 116:6 126:2 128:16 161:6,8 161:10 164:12 194:6 213:4 218:21 220:20 233:4 257:1 260:20	<b>raid</b> 163:9 <b>raise</b> 156:8 <b>raised</b> 69:13 134:1 <b>raising</b> 69:19 95:24 241:12 <b>rambling</b> 266:18 266:19 <b>ran</b> 23:20 106:19 145:17 236:6 <b>Randall</b> 222:24 <b>Randazza</b> 1:4 2:13 2:19 3:9,19,22 4:10 9:25 10:3,9 10:17,20 11:11 11:20,22 12:2,10 12:15,18,23 13:4 18:25 23:6 28:1
<b>protected</b> 228:3 246:17	<b>pull</b> 18:10 138:21			<b>rates</b> 189:9 230:6 <b>reach</b> 265:15 <b>reached</b> 137:15 159:14,18 267:14 <b>reaching</b> 181:13 <b>react</b> 85:3 172:16 <b>reacted</b> 179:10 192:25 <b>reacting</b> 175:8 <b>reaction</b> 179:4 <b>read</b> 9:19 11:18 25:17 26:1 27:13 30:14 44:21 99:6 99:8 116:8 160:21 176:14
<b>protecting</b> 128:21	<b>pulled</b> 138:24,25 139:1			
<b>protective</b> 8:3	<b>pulling</b> 61:25 113:23 177:8			
<b>protects</b> 177:18	<b>pulse</b> 74:22			
<b>proudest</b> 132:13	<b>purchase</b> 263:6			
<b>prove</b> 258:6	<b>purchasing</b> 263:20 263:20			
<b>provide</b> 20:23 21:22 73:13 79:2 93:7	<b>pure</b> 169:14			
<b>provided</b> 6:12 22:19 92:9 113:7	<b>purported</b> 241:5			
<b>providers</b> 70:2 91:25	<b>purporting</b> 171:8 246:1			
<b>provides</b> 91:22 142:19	<b>purports</b> 226:18			
<b>providing</b> 73:23 250:8	<b>purpose</b> 28:4 29:17 151:19 175:24 210:17 211:14,17 241:11 242:24			
<b>provisions</b> 22:9 35:5	<b>purposes</b> 11:24 73:19			
<b>proxy</b> 200:18	<b>pursue</b> 254:12 266:7			
<b>pry</b> 234:4				
<b>PSA</b> 247:1				

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 29

215:11,17 <b>ready</b> 32:15,16 57:4 59:9,11 61:9 61:10,12 78:1 87:20 90:21,23 104:22 152:24 154:7,8 161:6,8 174:8 202:18 233:4 <b>real</b> 75:7 89:11 184:13 263:10,10 <b>realized</b> 109:8 115:3,3,8 117:18 250:20 <b>really</b> 22:25 23:17 25:3 26:19 28:11 32:23 35:19 38:5 38:8,11 39:1,3 41:7,12 46:14 47:10 56:4 63:18 63:25 64:2,11,14 64:19 65:17 66:20 67:22 68:11 70:25 73:6 79:21 80:4 83:3 84:1,10 92:12 103:19 104:9 106:18 107:6,20 110:8 118:3 120:4,5,23 123:11,19 125:3 127:18,21 128:11 131:3 132:15 135:14 138:6 140:3 144:4 145:15 148:21 152:10 162:25 165:2 167:8 170:13 175:12 177:23 186:13 187:6 192:5 193:5 194:24	198:23 200:12,16 208:15 215:3 216:23 219:12 225:11 235:12 246:20 248:12,18 264:11 271:2 <b>rear</b> 136:17 137:15 137:19 <b>reason</b> 31:13 76:17 126:6 185:6 255:12 <b>reasonable</b> 43:18 230:7 <b>reasonably</b> 50:18 146:25 237:17 253:6 <b>reasons</b> 7:23 125:21 <b>reassembled</b> 65:12 <b>recall</b> 35:12 37:24 61:18 79:1,18 85:23 97:11 98:2 138:19 168:9,11 206:7 208:6 216:22 232:2,18 254:18 258:16,24 <b>recalling</b> 257:10 <b>receded</b> 255:18 <b>receipt</b> 7:16 <b>receive</b> 54:9 143:15 <b>received</b> 6:13,18 7:6,12 186:25 <b>reception</b> 136:2,3 <b>receptive</b> 83:21 <b>recess</b> 62:11 141:19,21 180:13 232:10 272:6,12 273:13 <b>recessing</b> 272:8 <b>recipient</b> 193:25 <b>recognize</b> 19:4,5	32:17 40:23 48:8 48:10,11 110:11 110:24 113:19 149:12 153:2 154:6,9 159:2,4,7 161:5 162:10 168:2 175:18 180:25 185:22,24 202:9 209:2,4 222:16 229:16 243:17 246:10 251:8 260:8 270:8 271:14 <b>recognized</b> 222:14 <b>recollection</b> 37:2 53:14 176:10 201:2 223:15 254:1,3,6 258:23 <b>record</b> 3:5 4:5 5:3 5:9,9,15 6:7,9 7:11,24 9:3,4 41:17,21 45:6 49:18 51:10 52:13 62:10,13 72:12 96:13,17 99:7 116:7 132:1 132:5 141:22 144:10 180:15 217:23 228:22 232:9,12 236:14 258:23 272:16 <b>recorded</b> 5:12 <b>recording</b> 66:17 67:4,9 70:18 <b>records</b> 234:4 263:3 <b>Red</b> 122:23 <b>reduce</b> 246:5 <b>reduced</b> 246:8 <b>redundant</b> 240:4 <b>reel</b> 151:9 <b>Ref</b> 1:6	<b>refer</b> 24:25 73:20 153:18 266:9 <b>reference</b> 3:10 6:7 18:7 23:16 27:10 27:23 173:6 207:13 211:12 251:23 <b>referenced</b> 29:10 29:11 <b>referral</b> 37:4 <b>referred</b> 152:14 246:19 <b>referring</b> 45:7 159:11 172:20 189:14 202:18 204:23 212:6 256:17 <b>refers</b> 45:8 153:19 188:25 <b>reflect</b> 26:9 <b>reflected</b> 51:8 <b>reflecting</b> 240:5 <b>reflects</b> 26:3 44:23 <b>refrain</b> 56:23 <b>refresh</b> 257:11 <b>refused</b> 20:15 <b>regard</b> 212:15 <b>regarding</b> 8:3 59:17 76:10 132:20 240:19 <b>regardless</b> 31:14 <b>registrar</b> 74:16 <b>regular</b> 40:3 74:24 93:8 103:5 121:24 231:16 <b>regurgitation</b> 6:9 <b>reject</b> 247:2 <b>rejecting</b> 85:16 <b>related</b> 129:18 235:24 261:7 <b>relations</b> 45:9 67:4 67:25 68:14	<b>relationship</b> 13:15 21:13 31:22 39:18 41:5 44:7 81:14,23 83:9 86:7,8,19 88:2 93:4,5,10,12 98:10,16,21,25 101:4 102:4,16 102:20 103:18 108:17 130:10,14 137:1 169:7 175:10 183:13 204:22 <b>relationships</b> 25:15 86:15 97:15,18 97:22 <b>relaxed</b> 6:2 7:15 <b>release</b> 68:2 89:8 89:22,24 91:14 93:3 <b>released</b> 66:4 <b>releases</b> 83:22 89:3 90:6 267:22 268:2 <b>Releasing</b> 77:14 <b>relevance</b> 101:11 101:13 <b>relevancy</b> 101:4 <b>relevant</b> 17:21 45:10,12 63:12 76:14,15 186:13 201:16 <b>religious</b> 113:8 <b>relished</b> 46:5 <b>reluctant</b> 166:2 <b>relying</b> 230:3 243:25 <b>remained</b> 23:2 <b>remedies</b> 226:6 <b>remember</b> 3:14 33:14 43:25 44:1 46:7 53:21 59:19
--	--	---	---	---



Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 30

59:20 60:4 61:19 66:3 70:12 80:20 89:6,6 90:23 91:5 106:17,22 110:1 110:2 121:21 126:23 134:17 135:1 139:16 142:7 159:25 165:1 172:23 180:2 196:1 200:10,12,25 201:23 202:1,4 223:19 225:19 240:24 254:15 255:5 257:9 265:9 269:5,6 <b>remind</b> 48:22 49:10 136:24 237:22 <b>reminded</b> 129:9 <b>reminds</b> 128:16 <b>remote</b> 200:18 <b>Remuneration</b> 30:1 <b>rendered</b> 27:24 <b>rent</b> 39:21 <b>rented</b> 39:22 <b>repeat</b> 42:3 68:22 100:16 <b>rephrase</b> 116:11 <b>replaced</b> 37:5 169:20,22 <b>reply</b> 224:4 <b>report</b> 86:2,4 167:23 200:22 208:13 256:12 258:9 <b>reported</b> 1:25 59:1 257:5 274:9 <b>reporter</b> 5:4,12 10:7,13,14,19 11:14,16 63:1,4	71:18 99:8 116:8 141:15 274:1,7 <b>reports</b> 85:20 <b>represent</b> 145:3 155:20 217:11 239:4 244:16 245:6 257:17 263:1 <b>representation</b> 27:6 78:25 82:4 113:20 204:10 207:18 216:13 236:16 237:5 238:12 <b>representations</b> 244:1 <b>representative</b> 4:25 <b>representatives</b> 4:6 4:13,22 <b>represented</b> 82:1 86:20 124:6 146:16 207:13 234:22 236:11,13 236:15 238:14,16 239:9 251:21 252:13 263:2,4 264:17 <b>representing</b> 205:5 216:18 234:16 240:21 249:5 252:11 254:16 <b>represents</b> 170:3 <b>reproduction</b> 113:3 <b>reputation</b> 44:19 <b>request</b> 14:22 56:14 62:5 93:13 224:14 253:16 270:2 <b>requested</b> 180:10 <b>requests</b> 92:11	253:13 <b>require</b> 6:8 8:24 205:16 <b>required</b> 234:15 <b>requirement</b> 234:21 <b>requires</b> 8:7 <b>research</b> 92:14 <b>reserve</b> 52:7 76:24 240:12 <b>resignation</b> 190:10 194:13 205:24 206:23,24 207:9 213:7 <b>resigned</b> 213:1 <b>resigning</b> 194:10 <b>resistance</b> 145:18 <b>resolution</b> 52:17 <b>resolve</b> 79:13 245:13 <b>resolved</b> 52:11 212:7 <b>resource</b> 237:19 <b>resources</b> 20:5 249:3 <b>respect</b> 6:3 7:14 8:17,22 35:3 42:6 99:20 126:17 206:7 207:16 212:11 224:12 230:13 <b>respective</b> 102:10 <b>respond</b> 82:16 107:2,16 120:12 166:4 176:7 188:3,18 192:11 207:3 209:19 239:15 <b>responded</b> 82:18 133:23 269:4 270:18 <b>Respondent</b> 3:25	4:2,6 <b>respondents</b> 1:11 2:7 3:10 110:22 200:21 237:1 241:23 <b>Respondents'</b> 13:23 18:9 22:13 132:11 171:19 206:14 225:22 232:20 267:2 <b>responding</b> 90:6 <b>responds</b> 120:8 182:9 <b>response</b> 43:22 57:15 68:3 122:5 161:24 165:20,22 196:14 206:5 207:18 210:14 238:22 251:15 255:12 <b>responses</b> 79:2 <b>responsibility</b> 91:10 245:11 <b>responsive</b> 12:7 <b>rest</b> 40:10 47:7 86:23 108:10 134:4,6 273:5 <b>restart</b> 265:19 <b>restructured</b> 176:23 <b>result</b> 62:2 78:13 162:5 242:17 <b>resume</b> 141:17 <b>retain</b> 171:15 <b>retained</b> 164:3 <b>retainer</b> 157:21 <b>retaining</b> 176:21 <b>retrieved</b> 128:3 <b>return</b> 80:18 169:6 232:7 <b>returning</b> 157:10 <b>revealed</b> 236:15	<b>review</b> 89:2 160:19 225:18 267:25 270:21 <b>reviewed</b> 22:12,15 37:1 110:18 183:25 224:2 229:18 243:16,18 <b>reviewing</b> 267:24 <b>revise</b> 267:25 <b>revoked</b> 100:21 <b>reward</b> 143:22 <b>rewarded</b> 143:23 <b>Rica</b> 132:12,14,21 132:21 133:4 <b>Rican</b> 132:24 <b>rid</b> 183:19 193:4 193:21 253:19 <b>ride</b> 139:11 <b>rigged</b> 84:13 <b>right</b> 11:13 17:23 18:9,15 23:22 26:12 35:1 36:20 57:1 58:7,12 60:15 89:24 90:24 92:4 99:14 99:16 104:17 110:5 119:21 134:9,23 135:23 137:5 149:11 161:23 165:19 168:20 171:18 173:1,9 174:21 175:7 178:4 179:25 186:12 188:18 189:19 190:5 192:15 193:15,17 201:3 201:10 206:10 208:17 214:17 219:8 226:4,19 228:5 234:13 237:2 238:11,23
---	---	---	---	---

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 31

240:16 243:15 251:12 259:13 261:16 263:14 267:6,8 271:15 <b>rights</b> 163:9 <b>ring</b> 110:8 <b>risk</b> 21:17 112:22 166:11,12 219:9 233:22 <b>risks</b> 34:18 170:6 218:4 <b>RLG</b> 55:13 188:25 189:3 199:8 233:17 234:12,19 234:24 <b>RLG's</b> 189:9 <b>road</b> 70:12 137:11 <b>robust</b> 7:18 249:25 <b>role</b> 100:23 101:10 126:19 203:17 <b>rolled</b> 138:5 <b>Ron</b> 189:25 273:1 <b>room</b> 23:21 39:23 114:22 123:12 <b>root</b> 211:15 <b>roots</b> 112:21,21 <b>Rothken</b> 154:16 155:15,16 <b>round</b> 68:20 69:2 69:13 <b>row</b> 144:19 <b>RPR</b> 1:25 274:21 <b>Rubin</b> 207:22 <b>rude</b> 124:11 <b>rule</b> 9:9 45:22 78:1 131:19 152:12 210:19,25 211:4 211:16 <b>rules</b> 4:17 5:20,22 6:1,2 156:4 214:11 221:22 246:19,20	<b>rulings</b> 5:24 <b>rumors</b> 74:23 <b>run</b> 74:3 81:3,4 <b>running</b> 124:18 211:18 233:17 234:18 <b>Russia</b> 148:3  <hr/> <b>S</b> <hr/> <b>sails</b> 53:11 <b>salary</b> 39:14 195:2 196:10 <b>sale</b> 75:3 242:2 <b>sales</b> 129:2 193:16 247:12 <b>San</b> 20:20 21:20 36:16 39:15,20 39:22 41:24 42:7 88:1 93:19 145:1 <b>sanctions</b> 49:11 77:20 <b>sat</b> 56:4 70:12 133:12 135:25 <b>satellite</b> 16:20 <b>satisfactorily</b> 52:10 <b>satisfied</b> 52:16 <b>satisfy</b> 45:19 <b>save</b> 198:22,25 199:20,22 <b>saved</b> 58:1 198:19 199:5 201:13 215:24 <b>savvy</b> 92:13 215:5 <b>saw</b> 24:12,13 51:10 61:21 114:11 115:5 116:16 118:15 140:21 144:17 162:2 168:17 251:2 <b>say-so</b> 91:4 <b>saying</b> 34:15 57:13 67:14 76:5 78:16 84:4 92:18 94:20	104:8 105:12 106:19 118:4 128:19 131:9 163:22 174:12 176:8 179:9 184:15 186:18 192:9,25 207:8 229:6 231:3 247:1 252:16,22 257:21 258:21 259:7,8 261:25 269:6,21 <b>says</b> 29:13 30:9 31:4 48:21 58:13 68:4,13,14 72:5 90:11 108:3,24 108:25 111:2 118:13 133:17,24 159:7,9 176:1 177:24 182:9 186:24 193:24 205:4,14 206:19 206:22 209:11 211:24 219:13,14 226:5 227:3 228:2 231:7 256:12 271:17 <b>scan</b> 199:21 <b>scare</b> 70:14 <b>scattered</b> 114:12 114:13 115:6 216:3 <b>scene</b> 103:23 109:12 125:19,25 126:5 <b>scenes</b> 42:16 125:9 125:13 <b>scheduled</b> 3:7 40:4 <b>scheduling</b> 8:16 <b>school</b> 15:18 <b>scientific</b> 138:13 <b>scope</b> 239:18 258:4	<b>score</b> 194:23 <b>Scott</b> 1:25 274:7,21 <b>scout</b> 132:16 <b>screen</b> 142:16 254:7 <b>Sean</b> 263:9 <b>SeanCody.com</b> 263:7,8 <b>seat</b> 136:16,20,20 137:23,24 140:18 <b>second</b> 13:11 29:14 32:21 34:11 36:20 54:16 63:23 64:4,8,10 71:7 89:16 106:25 112:2 118:19 132:1 144:18 146:22 147:1,6 149:9 154:1 158:19,21 173:25 181:3,7,8 207:12 209:8,9 211:9,11,12,13 234:5 250:19 254:24 257:12 <b>secondary</b> 92:7 250:6 <b>seconds</b> 64:23 257:7,17,19 <b>section</b> 30:1 91:24 128:17 176:11 227:2 255:21 256:1 <b>sections</b> 75:21 <b>secure</b> 104:2,12 197:13 198:12 <b>securing</b> 201:6 <b>security</b> 80:18 <b>see</b> 10:21 11:6 21:25 22:10 30:5 30:23 31:6,17 32:21 33:25 36:1	48:1,17,19 49:3 50:19,22 51:3,13 52:9 54:14,17 55:5,19,21,23 57:3,7,11,18 71:23 72:2,6 74:13 76:3 84:5 87:10 88:4 91:23 105:2,15 108:14 109:3 110:16 111:14 113:17,24 113:25 115:6 116:14,21 117:17 118:13 119:6 123:17 135:17 137:18 158:24 168:1 170:16 180:11 181:5,11 182:14 192:3,6 193:24 202:14 204:9,19,19 205:18 207:1 208:12 209:11 210:6 221:13,19 224:9 226:10 233:18 244:15 252:25 257:14,16 260:5 267:19 272:14 273:14 <b>seeing</b> 4:9 115:20 202:4 <b>seek</b> 183:23 <b>seeking</b> 230:1 267:15 <b>seen</b> 27:12 69:16 76:5 77:3 85:19 128:4 132:10 161:21 168:10 178:18 189:13 197:10 203:16 255:16 <b>self-dealing</b> 189:13
--	---	--	--	--

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 32

<b>self-interest</b> 177:2	205:14	46:24 47:5 56:21	161:20 162:3	136:17 145:14
<b>sell</b> 66:9,11 68:7	<b>separate</b> 27:24	151:21 154:13	163:18	150:9 190:9
<b>selling</b> 46:12	234:12,14,18,21	156:14 157:12	<b>shift</b> 101:17,20	242:22 258:10
249:19	234:23	159:15,18 160:7	102:14 190:6	<b>side's</b> 8:14
<b>send</b> 54:21,24 55:1	<b>separately</b> 97:7	160:12 161:20	<b>shit</b> 85:22,25	<b>sides</b> 5:10 8:12
55:4 58:25,25	<b>separation</b> 55:24	162:1,14,15	138:13 269:17,22	225:6
64:8 68:1 70:1	<b>sequence</b> 200:10	163:20 169:13	271:6,18	<b>sightedly</b> 262:17
88:10 89:8 90:11	<b>series</b> 9:12 21:25	170:7,8 171:9	<b>shits</b> 268:16	<b>sign</b> 56:21 72:24
91:6 92:1 118:12	110:9 111:6	176:23 177:6	<b>shoot</b> 88:24 94:20	115:8 126:7
119:5 126:6	113:5 119:6	179:12 184:11,16	103:23 126:6,13	160:6,25 166:15
143:13,25 157:21	185:25	184:23 187:16,25	132:17	168:8 231:17,21
185:10 188:23	<b>serious</b> 6:16 26:21	192:1 210:13,19	<b>shooting</b> 105:12	246:11 251:18
194:14 199:19	48:25 144:5	210:25 211:16,24	109:6 115:4	253:11
212:21 213:24	170:21	212:1,2 216:21	118:1	<b>signature</b> 19:9,11
253:10,13 268:2	<b>serve</b> 81:8	218:4,8 219:13	<b>shorthand</b> 140:4	<b>signed</b> 35:16,18
269:20	<b>server</b> 57:25 58:2	219:14,16 226:17	274:9,12,15	158:1 160:9
<b>sending</b> 51:4 118:9	81:7 198:2,3,17	229:1 241:15	<b>shot</b> 36:17 109:13	168:10,12,18
147:10 165:25	198:25 206:12	242:12 243:1	123:6,6 126:5	231:22,24
204:13 206:2	<b>servers</b> 58:4 76:1	<b>settlements</b> 46:25	213:5 240:13	<b>significance</b> 58:17
251:12	216:4	75:9 136:5	<b>shots</b> 257:12	221:15 253:2
<b>sends</b> 253:15	<b>service</b> 1:2 17:4	<b>settling</b> 147:3	<b>shoved</b> 252:7	<b>significant</b> 66:2
<b>sense</b> 49:21 177:3	23:25 70:2	245:15	<b>shoving</b> 252:16	73:8 121:6
245:22 259:4	198:10	<b>seven-eighths</b>	<b>show</b> 61:23 73:22	135:10
267:21	<b>services</b> 27:23	98:18	107:11 139:25	<b>signing</b> 159:21
<b>sensibility</b> 262:20	91:23 92:9	<b>seventh</b> 27:14	166:10 206:1	217:10
<b>sensitive</b> 123:24	<b>sessions</b> 3:7 5:6,14	29:15 118:11	210:20 211:17	<b>silly</b> 107:12 120:12
<b>sensitivity</b> 7:4	<b>set</b> 6:2 26:23	<b>severance</b> 21:8	212:1 232:5	<b>similar</b> 86:15 155:4
<b>sent</b> 19:13,14 20:8	142:15 274:16	30:22 31:3	238:6 239:21	211:1
22:5 50:20,21	<b>sets</b> 18:7	207:11	245:5 250:6,7,11	<b>similarly</b> 84:6
60:6 69:6 81:6	<b>setting</b> 58:3 263:16	<b>sex</b> 106:3 110:14	<b>showed</b> 70:18	247:20
84:24 85:20	<b>settle</b> 33:20 34:19	140:11,24 263:14	103:17 203:8	<b>simple</b> 34:15
90:14 106:16,18	35:1 43:7 146:24	<b>sexual</b> 97:22	<b>showing</b> 87:17	<b>simply</b> 31:22
115:12 120:17	150:23 167:2	262:15	91:14 210:17	143:25 210:20
121:8 149:1,15	169:15	<b>shady</b> 177:8	240:5 241:24	247:18 261:13
159:23,24 160:9	<b>settled</b> 43:13	<b>shame</b> 61:24	<b>shown</b> 200:21	<b>simultaneous</b>
161:10 167:1	145:20 152:9	<b>share</b> 98:12 148:20	238:7	163:8
175:21 186:10	171:16 185:8	222:24	<b>shows</b> 143:19	<b>simultaneously</b>
267:23 268:12,23	220:17 250:17	<b>shared</b> 147:20	144:10	162:22 163:13
270:11	<b>settlement</b> 30:10	<b>shareholder</b> 25:24	<b>Sicilian</b> 129:22	<b>single</b> 107:9 131:21
<b>sentence</b> 25:17	30:20 31:4,5,14	<b>Sharon</b> 107:15	<b>side</b> 6:16,18 9:1,10	150:19 163:6
26:1 30:14 31:11	31:18 32:10 33:1	118:20	9:15,21 23:23	<b>sir</b> 5:1
58:12 60:12	33:12 43:11	<b>sheet</b> 159:13	114:19 123:12	<b>sister's</b> 185:16

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 33

<b>sit</b> 10:17 78:21,24 79:3 138:10 140:22	88:5 <b>slide</b> 113:22 <b>slow</b> 180:8 <b>slowly</b> 143:3 <b>small</b> 16:19,20 46:22 81:5 <b>smaller</b> 47:6 <b>smalltime</b> 59:19 <b>smash</b> 73:20 74:8 <b>smell</b> 109:16 178:19 <b>smelled</b> 114:6 <b>smiley</b> 271:22 <b>Soaks</b> 117:4 <b>socializing</b> 127:13 <b>socially</b> 124:22 <b>soda</b> 133:18 <b>soft</b> 116:24 <b>software</b> 200:18 <b>sold</b> 66:5 74:23 <b>solely</b> 5:25 <b>somebody</b> 44:12 46:22 53:7 58:20 58:23 59:5 68:4 68:12,14 74:2 84:3,6 106:1 117:17 120:3 143:14 211:24 246:21 248:15 253:15 266:9 268:23 271:5 <b>somebody's</b> 140:12 140:23 <b>someplace</b> 39:4 241:19 <b>somewhat</b> 70:22 99:20 131:5 146:25 248:1 <b>song</b> 67:2,7,10 <b>soon</b> 38:25 <b>soothe</b> 175:4 <b>sorry</b> 29:11 37:9	40:19 42:3 71:19 99:12 105:24 111:3 116:4 122:9,11 130:12 140:2 154:2 159:5 174:2,5 180:7 191:23 213:3 218:19 <b>sort</b> 23:12,16 48:14 49:5 60:16 62:19 78:16 81:18 88:9 100:22 105:22 110:2,3 111:25 128:2 130:19 135:17 149:17 153:11 199:3 216:12 248:14 255:9 260:17 262:13,19 271:24 <b>sought</b> 162:22 229:21 230:1 254:8 <b>sounds</b> 76:7 201:3 <b>sources</b> 87:5 <b>soured</b> 102:17 <b>South</b> 2:4 <b>Southern</b> 155:11 <b>Sox</b> 122:23 <b>space</b> 64:16 84:15 <b>speak</b> 14:16 175:25 244:23 <b>speaking</b> 197:11 <b>speaks</b> 56:11 266:24 <b>special</b> 54:25 142:14,17 <b>specialized</b> 207:25 <b>specialty</b> 15:20,24 <b>specific</b> 6:14 130:12 134:17 232:2 239:9 <b>specifically</b> 7:14	21:9 101:21 150:14 179:14,16 215:23 230:18 <b>Speech</b> 85:6,15 250:23,25 252:8 252:11 <b>speed</b> 60:14 64:12 <b>spell</b> 71:18 <b>spend</b> 40:5,6 60:13 93:20 117:13 247:3 <b>spending</b> 96:1,2 258:13 259:1 <b>spent</b> 117:12 122:1 122:2,2 259:5 <b>Sperlein</b> 24:6,6,10 216:9 220:25 <b>spilled</b> 116:25 <b>spirited</b> 165:14 <b>split</b> 148:23,23 164:25 <b>spoke</b> 10:18 261:10 <b>sponsored</b> 85:10 247:8 <b>sponsoring</b> 85:14 <b>spot</b> 261:17 <b>spring</b> 17:18 58:2 102:21 214:20,25 215:7 <b>squeeze</b> 167:14 <b>squirted</b> 107:14 118:21 <b>SS</b> 274:3 <b>stacked</b> 114:24 <b>stage</b> 59:22 249:12 <b>stamp</b> 57:8 108:24 159:5 186:7 206:15 <b>stamped</b> 159:6 213:18 <b>stamps</b> 72:14 <b>stance</b> 44:5 56:13	79:12 <b>stances</b> 60:18 <b>stand</b> 10:6 270:20 <b>standard</b> 7:15 250:14,15 <b>standing</b> 210:16 <b>start</b> 12:15 13:24 36:24 37:7 48:21 69:8 70:5 98:7 121:24 127:8 131:8 133:6 175:7 191:15 194:5,7 195:3 197:7 204:6 220:24 262:15 <b>started</b> 10:4 15:8 15:19 16:13 19:13 38:18 42:10 68:18 69:15 78:11 88:1 88:1 89:1 90:5 102:24 103:4 108:19 127:25 128:1 133:8 138:20 146:3 148:24 198:9 200:22 201:24 248:21 249:5 <b>starting</b> 147:11 <b>starts</b> 255:8 <b>stat</b> 219:20 <b>state</b> 45:5 75:22 170:19 258:9 274:3,17 <b>stated</b> 201:22 <b>statements</b> 147:12 177:11 258:20 <b>states</b> 74:18 77:23 94:25 163:3 167:7 <b>stating</b> 223:23 <b>status</b> 149:18
--	--	---	--	---

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 34

172:13 <b>statutory</b> 68:9 <b>stay</b> 26:25 39:21 39:24 128:6,7 <b>stayed</b> 135:25 <b>staying</b> 133:13 259:19 <b>steal</b> 60:9 66:12 247:1 <b>stealing</b> 46:11,18 47:15,16 48:22 49:15 53:5 67:1,2 68:6 70:14 71:4 129:14 269:18 <b>steals</b> 67:6 <b>steeply</b> 93:9 <b>stenographically</b> 5:11 <b>Stenotype</b> 274:9 <b>STEPHEN</b> 1:16 <b>steps</b> 22:1 197:13 200:7 212:14 220:24 258:18 <b>stern</b> 118:4 <b>Stevan</b> 147:15 <b>sting</b> 255:24 <b>stipulate</b> 56:23 <b>stipulated</b> 5:10,16 5:18,23 47:4 <b>Stoffel</b> 202:2 <b>stole</b> 62:2 67:16 <b>stolen</b> 193:14 220:12,13,16 <b>stomach</b> 174:13 <b>stone</b> 139:7 <b>stood</b> 123:4 172:15 <b>stop</b> 69:5 144:14 209:19 223:4 <b>stopped</b> 15:5 66:6 208:14 <b>storage</b> 143:10 <b>store</b> 142:17	197:24 198:14 <b>stored</b> 198:16 <b>straight</b> 262:16 263:13 269:8,9 269:10 <b>straighten</b> 182:6 <b>straits</b> 194:25 <b>strange</b> 175:13 193:5 266:2 <b>strangely</b> 136:3 <b>strategically</b> 161:23 <b>strategy</b> 47:1,3,13 55:16 61:23 66:17 148:11 149:25 156:22 169:12 <b>Street</b> 2:4 <b>strictly</b> 12:3 <b>strike</b> 41:15 <b>string</b> 151:11 <b>strong</b> 88:18 118:4 <b>strongly</b> 50:24 <b>struck</b> 175:12 <b>structure</b> 26:15,16 157:12 159:20 178:14 <b>stuck</b> 165:3 <b>studio</b> 247:9 <b>studios</b> 246:11 247:20,23 248:9 <b>studying</b> 133:9 <b>stuff</b> 63:21 83:3,7 122:23 177:8,22 195:11 200:5 247:11 261:19 269:12 <b>stupid</b> 164:12 <b>style</b> 125:1 <b>sub</b> 269:13 <b>subject</b> 6:13,19 8:3 8:25 45:10 81:13	101:6 141:4 167:8 222:18 244:19 <b>subjects</b> 3:13 <b>submission</b> 9:22 <b>submit</b> 115:25 233:21 237:20 <b>submitted</b> 110:19 110:21 230:16 232:17 238:19 241:23 <b>subpoenas</b> 70:2 <b>subscriptions</b> 77:18 <b>subsequent</b> 170:22 <b>subsequently</b> 244:12 <b>subsidiary</b> 37:19 <b>succeed</b> 75:8 78:22 <b>success</b> 75:2 77:6 <b>successful</b> 77:4,9 162:6 179:20 184:3 <b>successfully</b> 77:24 <b>sudden</b> 67:15 <b>sue</b> 49:2 69:19 73:10,11 147:18 219:20 251:20 253:22 254:6 <b>sued</b> 53:14 67:1 69:21 77:15,24 88:17 144:25 171:16 241:22 253:25 254:6 256:4 268:25 <b>sufficiently</b> 19:3 <b>suggest</b> 44:17 151:10 164:23 263:21 264:14 <b>suggested</b> 164:24 235:11 264:7,13 269:16	<b>suggestion</b> 52:4 172:18 <b>suggestions</b> 172:17 172:20,21 264:6 266:15 <b>suicide</b> 269:1 <b>suing</b> 53:1,2 63:16 66:15 69:8 70:7 71:2 146:10,14 248:5 252:2 254:3 <b>suit</b> 73:20 216:25 218:9,12 243:12 244:1 <b>Suite</b> 2:10 <b>suits</b> 76:20 <b>summer</b> 17:18 <b>sums</b> 214:8 <b>Sun</b> 254:10 <b>sunlight</b> 123:22 <b>Super</b> 112:25 113:1 <b>support</b> 71:3 <b>supposed</b> 92:3 173:11,12,14 216:13 218:7,8 246:4 248:16 <b>suppressing</b> 124:12 <b>sure</b> 11:22 22:25 23:1 27:15 28:6 29:21 30:24 31:19 33:7 36:2,7 45:6 48:9 49:21 50:6 62:1,6 63:18 67:15,24 72:15 91:6 93:6 104:9 130:14 132:15 140:25 157:25 160:20 178:7 180:11 185:9,14 186:14 194:7	199:3 201:9 208:12,18,23 228:23 231:24 232:4 248:20 254:9,11 256:17 270:7 273:5 <b>surprise</b> 27:12 <b>surprised</b> 68:17 <b>suspect</b> 50:24 242:9 <b>suspected</b> 28:14 148:2 200:4 239:13 <b>suspended</b> 47:8 <b>sustain</b> 7:1 66:13 <b>sustained</b> 116:10 230:24 <b>swarm</b> 65:1,1,7,14 65:21,23 69:21 <b>swing</b> 129:15 <b>switched</b> 198:11 <b>sword</b> 270:5 <b>sworn</b> 10:8 12:21 12:24 <b>sympiotic</b> 25:14 <b>system</b> 22:22 198:9 216:2 250:3,4,5 250:13 251:16
<b>T</b>				
<b>T-i-p-p-a-y-a-g-...</b> 71:20 <b>tabbed</b> 18:12 <b>table</b> 9:14 25:21 133:12 165:18 <b>tact</b> 156:19 <b>tactic</b> 156:7 179:11 179:12 <b>tag</b> 113:25 <b>take</b> 16:11 19:3 28:20 29:23,24 43:20 47:23 48:2 48:17 52:20				



Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 35

54:15 60:18	195:21 197:15	<b>tasks</b> 202:19	<b>tempting</b> 238:6	273:1
64:19 71:6 83:5	204:20 211:24	258:25 262:1	<b>ten</b> 62:8 64:6,9	<b>testifying</b> 68:19
87:8 89:15,19	217:8 218:14,18	<b>taste</b> 262:19	75:15 80:9	76:11 230:11
91:9 92:2,3 94:24	234:10 240:18	<b>tax</b> 199:23	160:15 180:12	<b>testimonial</b> 6:4 7:8
102:11 112:22	243:3 263:24	<b>team</b> 59:14 61:2,4	187:18 272:4	7:10
122:24 123:1	264:24 265:6	86:24 87:24	<b>tenant</b> 35:24	<b>testimony</b> 8:5,22
124:22,25 141:7	266:8,10,22	112:20 124:15	<b>tend</b> 74:24 117:2	11:15 52:12 76:9
141:8 143:3	267:2	132:15 148:21	134:18 147:5	76:17 235:10,20
145:22 148:23	<b>talked</b> 8:1,9 9:7	166:18	172:16	239:23 240:11
149:8 155:19	56:3 72:18 90:24	<b>team's</b> 47:2	<b>tended</b> 136:2	<b>text</b> 93:18,24 94:18
156:18 161:1	100:13 133:1	<b>TeamViewer</b>	270:25	104:21 105:3,5
166:24 171:23	154:22 176:22	200:17	<b>tends</b> 76:4 84:15	105:11 106:18
173:23 178:10	182:18 183:4,21	<b>tech</b> 215:5	262:22	109:2 115:3
180:9,24 182:16	205:10 212:24	<b>technology</b> 25:25	<b>tension</b> 66:20	118:19 120:6,17
185:17,21 191:11	218:23 230:5	63:19	<b>term</b> 21:8 28:5	120:22 181:2
196:8,10 197:12	232:15 242:13	<b>techs</b> 92:13	31:16 138:13	203:10 213:11,20
200:7 212:14	246:7	<b>teenager</b> 269:21	159:13 162:3	223:1
213:15 220:24	<b>talking</b> 40:7 45:9	<b>teenagers</b> 268:24	163:18 171:7	<b>texts</b> 117:20 118:9
222:13 223:17	59:14 61:17 70:5	<b>tell</b> 14:1 19:3 26:2	197:24	119:23 181:3
226:4 229:9	97:6 106:7,21	30:15 35:8 43:14	<b>terminate</b> 191:10	202:20 221:8
251:5 253:16	107:20 114:9	48:8,9 59:13	<b>terminated</b> 182:5	<b>Thank</b> 11:9 62:15
254:23 257:15	139:16 148:5	62:22 63:15	182:20 190:25	86:1 99:16 132:6
260:2,3,23	149:21 151:15	72:18 81:15	213:21	141:24 158:23
272:25	160:11 180:18	83:23 112:19	<b>terminates</b> 31:12	180:16 212:17
<b>takedown</b> 91:23	212:14 221:16,16	119:13 124:9	<b>terminating</b> 77:19	226:25 229:14
92:9,10 253:10	226:13 249:12	152:2,17 159:2	<b>termination</b>	235:17 273:11
253:13,15 255:15	252:17	161:5 162:10	190:11 254:11	<b>thanks</b> 92:19 154:3
255:25 256:10	<b>talks</b> 174:15	165:8,13 174:3	<b>terms</b> 20:25 21:3	<b>theaters</b> 74:4
<b>taken</b> 1:17 7:3	176:11	180:25 191:5	30:7 35:2 63:16	<b>theme</b> 78:17
62:11 125:7	<b>tall</b> 133:15	196:5 208:22	80:13 126:19	131:12
141:21 180:13	<b>Tampa</b> 35:23	209:24 218:15	128:20 140:5	<b>theoretical</b> 218:6
213:5 230:12	36:16	219:8 220:21,21	144:16 160:1,2	<b>theoretically</b> 64:13
232:10	<b>taper</b> 27:4	220:22 222:13	161:20 181:24	65:22
<b>talk</b> 9:8 21:3 29:25	<b>target</b> 73:4,6,19	248:19 266:19	187:16 188:12	<b>theory</b> 246:10
32:15 35:4,7	74:7 144:21,24	<b>telling</b> 107:22	229:3 253:2	<b>thicket</b> 92:7
48:10,12 97:21	244:11 249:16	115:14 119:1	259:5	<b>thieving</b> 85:24
104:1,22 109:11	253:3	121:21 156:19	<b>terrible</b> 103:11	268:16 269:16,22
119:22 120:1,3	<b>targeted</b> 72:1	191:24 209:18,22	<b>terribly</b> 164:12	271:6,18
120:16,19 121:11	<b>targets</b> 158:15	242:11	<b>testified</b> 13:1 26:5	<b>thing</b> 20:16 43:13
135:21 150:13,14	<b>tasked</b> 42:22 94:1	<b>tells</b> 63:24	219:1 227:15	51:3 75:6 81:8
176:21 179:18	94:5 95:12 100:4	<b>temporarily</b>	240:6,20 243:7	103:17 105:22
181:19,24 182:6	119:19 263:16,18	198:19	<b>testify</b> 8:11 12:24	132:23 139:25

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 36

151:11 160:5	141:8 143:23	109:5 117:25	27:13 28:11,21	206:5 208:14,20
162:25 163:7	145:14,21,22	118:6 120:18	28:25 29:1,2,7,18	213:6,24 216:2,8
181:7 193:6	146:3 147:17,17	139:6 149:23	29:20,23,24 31:5	216:20 217:12
215:21 224:15	149:1,4 151:11	160:2 172:18	31:18 33:4,12	218:11,25 229:3
<b>things</b> 12:9 14:21	163:19,19 164:13	179:6 186:14	35:15 36:11	229:19 231:23,23
16:10 23:4 26:19	165:15 167:23	188:6 201:9	39:16 40:1,6,7,7	243:2,22 244:10
34:15 36:3 42:21	168:17 169:17	204:17 218:6	41:4,6,10 42:7,8	245:4,4,20,23,25
44:23 87:4 96:1	170:16 177:16	238:25 239:14	43:17 50:17,18	247:3,13 248:21
97:5,8 102:22	186:13 190:24	244:7 256:19	51:1,5,7,8,14	254:11,13 255:13
113:6 120:1,3,5	194:22 196:7	264:2 265:21	52:11 56:12 57:8	255:17 257:21
135:22 155:24	203:8 204:25	<b>thousand</b> 47:10	64:6,19,22 66:20	258:5,13 259:1,4
172:14 182:7	208:7 209:21	64:21 66:5,11	69:21 72:14	259:13,22 261:10
187:23 190:23	210:16 211:4	67:1 68:8 88:25	74:25 79:5 80:3	261:17 263:5
193:9 194:20	212:5 213:11	144:6 250:22	80:23 82:17,17	265:11,13 266:3
195:3 197:2	217:15 218:1	<b>thousands</b> 92:10	82:25 83:13 89:1	267:14 270:13
199:18 200:19	219:25 225:9	<b>threat</b> 148:7	93:5,20,25 94:19	271:24
215:4 229:5	227:25 237:16	<b>threaten</b> 49:10	94:19 96:1,2 97:8	<b>timeline</b> 103:16
258:25 261:4,12	238:1 247:13	197:2	97:9 101:18	<b>timely</b> 6:15
<b>think</b> 4:9,22 8:1	248:22 253:5	<b>threatened</b> 147:13	102:16,23 103:4	<b>times</b> 15:12 51:15
9:19 10:18,19,24	256:11 258:7	184:24 268:4	105:6 106:2	134:21 185:3
10:25 12:18 22:8	259:24 261:16	<b>threatening</b> 184:15	107:15,24 108:9	<b>timing</b> 49:20
24:3 25:14,15	263:3 264:9,18	184:18	108:16 109:8	<b>Tipp</b> 71:19
29:10 33:22	264:19,22 272:23	<b>threats</b> 55:20	110:7,16 116:21	<b>Tippayagosai</b>
34:24 35:14	<b>thinking</b> 34:16	244:25	117:12 118:25	71:17
37:10,10 38:4,4	67:12 68:2,8	<b>three</b> 4:22 69:1	119:17 120:11	<b>Titan</b> 24:8 25:2
41:11 42:11	107:5 120:20	98:16,17 144:2	121:7 122:1,2	77:13 216:10,11
45:13,14,15 46:4	145:20	144:19 174:7	124:10 127:19	<b>Titan's</b> 47:16
52:2 53:18 56:10	<b>thinks</b> 51:23	176:17 177:4	130:9,13,19	<b>title</b> 88:4 91:25
56:10,18,20	<b>third</b> 29:14 86:9	225:11 246:23	131:8 135:20,21	257:15
59:16 60:7,21	112:5 113:3	257:12	141:5,14 144:2	<b>TNAFlix</b> 153:7,10
63:3 69:1 75:12	174:15 181:22	<b>three-hour</b> 51:14	144:12 147:1,5,6	157:7 241:1,9,25
75:13 80:19 81:1	186:5 256:25	<b>three-way</b> 77:12	147:7 148:1,2,20	242:11
82:15,25 88:5,14	<b>third-party</b> 147:21	<b>throat</b> 252:1,7,17	148:24 150:9	<b>today</b> 4:4 232:3
90:8 92:15 93:10	263:25	<b>throttled</b> 143:2	151:6 152:4,7,20	259:25 260:10
100:19 102:7	<b>Thomas</b> 2:8 4:1,1	<b>thrust</b> 229:24	153:22 164:7	268:6
104:5 105:17,19	52:9	<b>ticket</b> 100:18	168:23 171:6	<b>told</b> 33:24 43:16
106:1 107:8,8	<b>thought</b> 16:8 28:9	<b>tie</b> 112:12,14,17	172:23 173:10	84:23 100:19
111:22 118:8,23	28:11,23 39:24	113:23 114:2,3	176:17 182:18	125:25 135:14
119:23 120:3	41:12 46:19 55:3	<b>time</b> 6:15 8:8 13:14	183:2 184:9	145:25 146:1
125:17,24 126:3	63:9 68:25 73:18	13:18 17:12	192:23 196:11	160:24 168:17
126:13 129:3	79:16 89:9	20:18 21:16 24:8	197:17,19 199:6	174:23 176:4,8
131:5,19 138:23	104:11 107:19	24:11 26:22	204:15,19 206:1	183:17 191:9

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 37

192:21 196:6,11 208:7,23 266:8 266:23 <b>tolerate</b> 79:3 <b>tomorrow</b> 272:12 272:18,20 273:10 273:14 <b>tone</b> 102:20 122:13 128:9 131:1 175:9 271:24 <b>tonight</b> 245:3 <b>tool</b> 73:13 <b>top</b> 49:23,23 57:15 58:13 60:11,19 60:20 72:2 85:1 88:14 91:16 116:22 153:14 159:6,10 181:4 181:10 191:20 207:5 <b>Topeka</b> 67:16 <b>topic</b> 76:15 <b>Torino</b> 14:13 <b>torn</b> 114:1 <b>torrenters</b> 144:18 <b>torrenting</b> 246:7 <b>tout</b> 261:13 <b>town</b> 40:2 <b>trace</b> 65:19 <b>tracing</b> 249:22 <b>track</b> 194:20 <b>tracked</b> 97:9 <b>tracking</b> 97:11 <b>trade</b> 38:8 81:19 81:20 85:11 251:1 <b>trademark</b> 33:16 75:23 82:15 <b>trademarks</b> 75:24 <b>traditionally</b> 262:18 <b>traffic</b> 214:20	<b>trailer</b> 246:24 <b>transcribed</b> 274:12 <b>transcript</b> 1:14 5:13 45:7 224:10 274:13 <b>transcription</b> 274:14 <b>transfer</b> 33:21 160:12 171:10,11 171:13 173:17 184:22 191:5 <b>transmit</b> 64:15 225:2 <b>transmitted</b> 159:24 <b>transmitting</b> 64:11 <b>trash</b> 198:24 <b>treat</b> 117:17 <b>treated</b> 126:8 183:6 <b>tree</b> 219:12 <b>Trice</b> 46:8 <b>tried</b> 132:22 149:5 152:7 197:4 <b>tries</b> 38:14 <b>trigger</b> 211:25 <b>trim</b> 246:23 <b>trio</b> 77:15 <b>trip</b> 81:11 138:12 138:18 <b>tripped</b> 246:16 <b>TRO</b> 162:21 <b>trouble</b> 94:16 <b>true</b> 105:17 176:5 176:8 274:14 <b>trust</b> 171:12,14 173:13 174:20,23 185:11 187:1 223:14,25 224:18 <b>trusted</b> 104:10 <b>truth</b> 12:25,25,25 <b>truthful</b> 12:7 <b>truthfully</b> 15:11	<b>try</b> 3:13 11:15 49:12 68:23 86:21 128:6,7 136:4 149:3 150:17 156:8 164:25 169:15 171:16 175:25 179:19 181:13,19 204:14 207:10 209:12 228:1 234:4 237:4 240:22 241:13 <b>trying</b> 66:9 76:8 122:7 151:8 152:11 154:20 155:15,18 170:9 175:4 177:25 184:10 188:16 204:25 208:16 209:17 238:20 247:1 250:14 268:24 <b>tube</b> 72:19 73:1,4,9 73:16,22,23 74:6 75:9,16 76:10 77:5,9,15,23 92:1 243:6,7 246:12 247:18,25 248:7 249:10 251:4 253:3,22 254:1,8 <b>Tuesday</b> 89:13 <b>tunnel</b> 126:14 <b>tunnel-like</b> 123:13 123:20 <b>turn</b> 27:19 30:4 32:11 54:12 59:7 106:4,24 108:23 111:1 112:11 117:18 128:4 153:25 158:18 162:7 167:25 175:1,16 179:2	180:22 203:18,23 204:2,4 213:17 214:14 216:5,7 221:5 223:13 246:24 247:8 252:4 <b>turned</b> 106:3 140:20 211:20 224:13 247:19 269:19,19 <b>turning</b> 106:8 113:22 206:4 <b>TV</b> 143:18 144:10 <b>twice</b> 140:14 <b>two</b> 14:8 26:19 35:7 36:3 42:11 76:23 82:17 87:17 110:14 112:23 117:9 119:12 139:6 143:3 145:12 155:3 163:12 181:4,10 197:18 199:11 212:7 220:15 225:6 230:20 231:24 236:25 238:2,2 257:6,17,19 259:14 <b>two-day</b> 103:6 <b>type</b> 16:15 44:5 72:8 82:11 83:12 102:6 129:23 135:4 <b>types</b> 14:21 62:17 62:19 76:12 94:4 124:6 199:18 217:6 <b>typewriting</b> 274:13 <b>typewritten</b> 274:13 <b>typical</b> 24:24 54:24 <b>typically</b> 44:5	<b>U</b> <b>Uh-huh</b> 36:23 58:16 87:19 91:18 105:4 110:15 112:13 128:18 156:5 180:21 181:23 186:20 190:8 191:17 194:2 200:24 206:21 226:8 227:6 228:16 242:4 258:15 <b>Ukraine</b> 148:3 <b>ultimate</b> 242:24 <b>ultimately</b> 67:5 81:1 151:19 158:16 201:6 224:11 <b>uncertainty</b> 74:10 <b>Uncle</b> 40:13 <b>unclear</b> 254:19 <b>uncomfortable</b> 85:18 <b>undergraduate</b> 14:3 <b>underlying</b> 265:23 <b>underneath</b> 38:9 <b>understand</b> 51:7 52:19 70:17 108:7 118:24 119:7 121:12 122:7 125:11 142:9 187:12 194:6 213:3 227:17 231:2 242:5 256:22 272:18 <b>understandably</b> 53:5 <b>understanding</b> 5:8 19:23 32:7,8
--	--	--	--	---



Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 38

93:11 98:8 158:3 192:19 214:6,9 264:1 268:8 <b>understands</b> 50:14 <b>understood</b> 28:4 34:22 58:18 118:25 123:4 164:19 202:23 <b>unduly</b> 7:22 <b>unemployed</b> 46:9 46:10 <b>unfortunate</b> 67:19 <b>unfortunately</b> 16:1 <b>unfreeze</b> 227:22 <b>unincorporated</b> 69:22 <b>United</b> 74:18 77:23 163:3 167:7 <b>Universal</b> 255:20 256:3,4 <b>universally</b> 70:1 <b>University</b> 14:4,11 14:13 <b>unnecessary</b> 95:21 <b>unpopular</b> 268:18 <b>unprecedented</b> 84:11,12 <b>unquote</b> 53:15 <b>unrelated</b> 212:12 <b>unsuccessful</b> 179:21 <b>unsupportable</b> 255:25 <b>untimely</b> 238:17 <b>unusual</b> 106:13 150:15 155:23 <b>up-to-date</b> 172:12 222:3,23 <b>upcoming</b> 132:16 <b>upload</b> 63:22 64:2 65:6 72:23 142:12 246:4,14	247:23 249:3 <b>uploaded</b> 246:21 248:23 249:10 251:4 256:25 257:2,23 <b>uploader</b> 74:5 254:1,4 <b>uploaders</b> 143:22 143:23 246:13 253:22 254:6,13 <b>uploading</b> 73:24 77:16 143:11 246:13 247:4,11 248:16 <b>uploads</b> 74:2 <b>upper</b> 111:12 <b>upset</b> 43:5 53:9 60:2 67:3 71:1 78:16 106:18,20 106:22 122:8 <b>upsetness</b> 103:7,10 <b>upsetting</b> 117:9 <b>urged</b> 52:25 <b>urging</b> 61:1 <b>USC</b> 255:21 256:1 <b>use</b> 29:3 58:5 61:1 64:17 83:4 94:22 121:25 124:11 126:10 143:13 156:7 171:15 177:20 203:4 215:9,11,20 217:16 221:17 248:9 255:17 256:5,8,8,13,14 256:15,15,16,19 256:23 257:4,19 261:13 <b>useful</b> 132:22 <b>user</b> 257:2 <b>users</b> 62:24 66:15 247:18	<b>uses</b> 64:15 <b>usually</b> 40:3 59:1 63:20 87:2 93:8 93:16 97:9 114:17 120:1 146:22 163:4 249:2 257:17 <b>usurious</b> 264:2 <hr/> <b>V</b> <hr/> <b>vacation</b> 144:1 168:19 186:9 <b>vaccine</b> 147:3 <b>vague</b> 7:22 37:6 <b>Val</b> 169:23 173:12 173:15,16 175:1 175:1 176:16,22 178:9,9,11,14 179:13,14,16 242:8,11 <b>valid</b> 177:9 <b>value</b> 43:14 182:16 203:21 239:20 240:4 246:9,9 <b>various</b> 82:14 <b>vast</b> 37:18 <b>Vaughn</b> 270:12,13 270:16 <b>Vegas</b> 1:20 2:10 3:1 93:20 100:8 206:9 <b>vein</b> 210:13 <b>vendors</b> 82:14 <b>Venkat</b> 155:2,9 <b>verbal</b> 93:23 258:24 <b>verbally</b> 47:20 87:6 <b>verbatim</b> 22:4 <b>verbiage</b> 48:21 <b>version</b> 66:7 171:5 213:22 <b>versions</b> 238:5 <b>versus</b> 34:1 80:14	255:19 256:3 <b>vest</b> 31:5 98:18 103:2 <b>vested</b> 31:14 <b>vesting</b> 30:14 <b>viable</b> 73:4 74:7 93:13 <b>video</b> 48:23 49:16 73:25 111:2 132:10 142:16 246:2,8 256:19 256:24 257:2,8 257:12,18 <b>videos</b> 115:20 246:17 248:16,19 249:4 257:13 263:12 <b>view</b> 25:7 137:15 137:19 <b>viewed</b> 126:20 225:6 <b>vindicate</b> 62:18 <b>vindictive</b> 195:12 200:5 <b>violate</b> 219:15,17 <b>violated</b> 117:13 122:3 218:17 226:16 <b>violation</b> 77:4 219:24 <b>violations</b> 53:2 249:21 <b>virtual</b> 182:5 <b>virtually</b> 84:18 <b>visibility</b> 144:24 <b>visible</b> 112:18 <b>visit</b> 41:12 130:23 <b>Vobile</b> 245:25 246:1,11,19,19 246:22,24 247:22 248:1,7,9,13,25 249:4 250:2,24	251:2,16,18,25 252:7 <b>Vobile's</b> 250:5 <b>volume</b> 1:15 18:10 18:13,16,18,20 71:7 89:16 152:23 154:1 161:3 173:25 225:21 229:11 254:24 <b>volumes</b> 6:11 17:21 <b>voluntarily</b> 124:1 <b>volunteer</b> 132:18 <b>volunteered</b> 102:11 <b>vomit</b> 138:21 139:7 139:9 <b>vs</b> 1:6 <b>vulnerabilities</b> 73:18 <hr/> <b>W</b> <hr/> <b>wait</b> 61:11 100:15 143:16 171:25 234:16 254:5,5,5 <b>waiting</b> 165:4 170:14 <b>waived</b> 9:21 96:3 211:2 <b>waiver</b> 217:11 221:18,23 254:20 <b>walked</b> 109:14,19 110:4 112:1 133:14 <b>Walters</b> 16:14,21 <b>want</b> 9:1 14:23 21:20 25:24 27:11,11 29:19 31:21 37:3 42:18 43:23 45:5 49:12 52:5,13,18 55:2 55:23 58:21 59:2
--	--	---	--	---

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 39

59:2 64:2,18 66:4 67:12 68:19 72:4 73:21 78:20 79:7 80:17 82:16 83:4 88:6 89:4,12 91:6 95:10 100:16 101:15 107:16,25 116:11 120:24 121:10,23 122:1 122:4,20,21 130:20,21,21,23 135:7,8 145:10 147:5 154:21 158:10 170:10,11 170:12,15,15 181:24 184:14,20 184:20 187:9 189:13 195:7 200:6 205:11 217:17 225:10 228:20 236:20 239:4 241:21 250:19 266:10 269:17 <b>wanted</b> 12:14 20:17 22:24,25 23:2 24:5 26:20 26:24 27:1,3,15 28:6 29:21 30:17 30:24 31:19 33:6 33:6 35:2,11,14 36:2,7 51:17 55:18,18,21,23 67:22,24 89:2,10 95:4 118:7 119:12 120:16 121:10 122:24 131:20 135:14 143:1 145:11,22 146:2,19 148:21 156:13 172:14 176:24 182:6	187:10 196:9,15 197:5 218:1 220:2,2 246:20 246:23 256:21,21 263:7 267:19 270:21 <b>wanting</b> 191:2 <b>wants</b> 50:12 151:10 269:11 <b>warfare</b> 58:24 <b>warm</b> 128:5 <b>warning</b> 68:4 <b>warnings</b> 48:14 <b>wasn't</b> 25:3 33:7 39:1 43:3 44:13 44:24 60:20,20 67:5 86:21 93:24 94:22 109:9 140:19,20 148:9 166:11 167:8 183:17 201:13,22 207:9 209:17 225:8 264:11 <b>watch</b> 146:19 <b>water</b> 43:6 178:19 <b>way</b> 10:25 11:5 12:5,8 17:25 21:19 24:20 25:1 30:23 34:8 35:10 44:23 50:5 52:5,6 52:6,10,12 64:11 88:23 90:4 97:12 115:13 122:10 126:8,17 133:22 135:20 140:2,3 140:18 152:1 159:15,21 160:8 167:18 173:15 177:21 178:12,14 179:2,10 183:6 195:12,22 205:15 205:23 208:17	211:25 214:24 215:15 216:18 219:22 232:16 233:20,25 237:13 239:1 245:16 251:3 263:16 266:21,23 268:21 271:5,7 <b>ways</b> 93:17 182:7 212:6 <b>we'll</b> 11:4 52:12,13 115:25 147:20 191:22 272:11 273:2,9 <b>we're</b> 3:6 8:11,14 11:7 45:15 64:3 65:11 68:10,13 68:14,25 95:19 101:5 141:19 143:10,10 151:15 165:6 169:5 181:6 185:4 186:5 190:5 217:18 218:15 224:24 235:5,8 249:12 257:24 258:1,1 <b>we've</b> 34:8 97:6 196:19 <b>Web</b> 58:6 91:25 <b>Webmail</b> 215:16 <b>Website</b> 38:10,15 54:8 142:14 215:17,18 236:7 236:9,15,19,23 238:4,7 241:22 247:12 250:7,9 251:20 269:12,13 <b>Websites</b> 142:11 145:5 237:14 238:5 239:20 <b>wedding</b> 185:16	<b>Wednesday</b> 89:14 <b>week</b> 107:24 163:21,25 237:16 238:1 259:12 <b>weekend</b> 259:20 <b>weekends</b> 28:21 <b>Weekly</b> 81:19 <b>weeks</b> 23:24 238:2 <b>weigh</b> 84:15 <b>weight</b> 7:7 41:9 42:3 52:3 61:25 <b>weird</b> 94:18 <b>well-known</b> 124:13 <b>Wendy</b> 2:8 3:24 207:8 209:22 <b>went</b> 39:20 46:8 49:15 73:13 95:8 95:10 114:10 124:16 144:19 145:9 147:1 149:2 158:9 163:20 168:18 177:1 186:9 216:2 249:1 261:11 271:24 <b>weren't</b> 73:6 80:2 104:4 146:6 187:17 244:21 249:18 <b>West</b> 28:24 <b>Western</b> 72:21 <b>Weston</b> 16:14 17:8 37:5 42:10 <b>WHEREOF</b> 274:16 <b>White</b> 2:3,4,19 3:17,17,18,21 4:10,16 5:1,18 9:5,16 10:1,9,16 10:22 11:1,2,9,13 11:17 12:17,19 12:20 13:3 17:19	18:2,5,14,17,21 18:24 41:22 45:17,23,24 48:5 48:7 50:12,13 51:21,22 52:14 52:19,23 61:11 61:13 62:4,8,14 62:15,16 63:10 63:14 72:17 76:19 77:1 78:4 87:13,16 95:24 96:18 99:18 101:8,14,17,22 102:1 113:10,14 115:25 116:2,4 116:12,13 130:6 130:8 132:6,7 141:3,13,18,23 141:24 142:1 154:3,5 158:22 159:1 169:4 171:25 172:4,8 180:7,16,17 196:23 210:15 211:10,13 212:20 225:20 226:3,24 227:1 229:15 230:19 231:1 232:13 235:9,17 236:1,2,5 237:24 239:20,22 240:3 240:9,15,17 255:4 260:25 261:1 272:2,8,13 272:16 273:3,7 273:11 <b>Whitehead</b> 2:3 3:20,21 18:6,19 18:23 171:20 172:3 229:12,13 <b>Whitehead's</b> 17:20 <b>widely</b> 247:14
---	--	--	--	---

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 40

<b>wider</b> 7:18	9:24 10:8,20	167:16 189:5,14	165:10 220:10	<b>Y</b>
<b>wife</b> 21:22 35:23	17:22 18:21 50:9	195:18 196:17	238:18	<b>yeah</b> 14:22,24
39:23 40:12	50:16 63:3 99:9	197:23 201:10	<b>wouldn't</b> 31:18	18:19 34:13
108:6 111:17	99:12 113:11	210:10 235:24	70:23 79:14	36:14 39:12 41:6
112:16 119:12	141:12 154:4	243:25 258:14	84:13 123:3	55:18 60:2 61:19
124:19 125:5,6	158:24 168:22	260:14 264:22	141:1 175:1	63:4 68:23 71:23
126:24 199:19	169:2 171:22	267:20 270:14	185:7 191:4	75:17,19 87:25
269:14	172:2,5 225:25	<b>worked</b> 42:11,12	195:10 259:24	89:4 99:9,13
<b>wife's</b> 111:24	274:16	44:23 56:9 93:25	<b>wound</b> 60:21	106:1,6 110:10
122:21	<b>witnesses</b> 4:14	95:4 124:1	108:21 147:10	111:25 113:25
<b>willing</b> 145:3,22	11:25 273:2	163:12 176:25	<b>wrap</b> 262:23	114:23 118:2
146:6 158:12	<b>woman</b> 103:5	200:14 203:5	<b>wrapped</b> 148:14	119:18 124:5,17
166:11 250:7	113:22 131:14,14	217:4,15 238:21	<b>writ</b> 184:18,24	124:20 125:6
263:13	202:1	239:13 247:17	<b>write</b> 67:21 223:2	130:18 134:20
<b>willingly</b> 134:9	<b>women</b> 103:3	249:23 255:14	<b>writes</b> 153:15	136:23 137:8
<b>win</b> 77:18 179:1	131:15	265:10 267:9	<b>writing</b> 47:20	138:6,19 140:7
194:18 257:24	<b>won</b> 77:19 85:2	<b>working</b> 13:12	83:14 87:6 93:16	140:19,22 144:17
<b>wind</b> 28:10 32:25	112:25 113:4	15:19 16:2,13	161:13 222:2	148:8 149:1
53:11 148:5	<b>Woo</b> 165:21	17:3 29:23 31:20	231:25 232:16	153:1 155:7
151:18 156:25	<b>word</b> 22:8,8 85:8	35:17 36:22,24	<b>written</b> 79:2 90:12	161:4 163:17
157:2,5 177:3	103:11 191:25	37:8,11 38:18,20	91:7 171:7	167:3 171:1
205:15 252:1	229:2	39:9 41:7,24 94:9	201:22 254:20	172:2 174:14
259:18	<b>words</b> 93:2 169:14	121:24 133:9,14	258:20	185:3 186:8
<b>window</b> 123:14,20	230:4	136:5 139:5	<b>wrong</b> 78:18	187:21 192:4,21
<b>windows</b> 123:18	<b>work</b> 6:5 10:25	189:12 198:13,20	103:18 119:14	193:2 197:18
<b>wing</b> 109:21 137:4	11:1 13:8 15:19	198:22 199:9	<b>wrote</b> 88:3 92:25	198:20 199:5
137:6	16:15,25 17:6	201:24 205:12	167:24 194:13	206:16,18 211:6
<b>wink</b> 24:4	20:6 21:18 23:13	239:1 243:2	207:8	211:21 213:5
<b>winning</b> 84:22	25:2,4,13 27:4	258:13	<b>X</b>	219:11 238:11
<b>wipe</b> 200:7,22	28:13,18,19	<b>works</b> 11:2	<b>X</b> 2:17	239:2 247:16
208:16 209:20	30:23 32:5 35:20	<b>workweek</b> 259:6	<b>XBIZ</b> 81:15,16,23	249:11 256:21
<b>wiped</b> 201:15	37:12,19 53:6	<b>world</b> 65:3 66:10	82:8,22,23 84:13	259:24 262:21
202:3 203:1	68:16 82:8,11,15	113:5 165:17	85:9 86:2,25 87:4	264:23 266:18
208:20 209:13,16	82:19,21,23 94:2	<b>worldwide</b> 163:3,6	88:14 270:1,2	271:11 272:23
<b>wiping</b> 201:17	94:4,8 95:3,6	<b>worried</b> 21:17	<b>XVideos</b> 243:3,5	<b>year</b> 29:14,14,15
208:11 209:20	96:25 117:12	<b>worse</b> 237:6	243:11,12,20,23	84:12 129:2,3
<b>wire</b> 246:17	121:22 122:24	<b>worst</b> 180:4 182:10	244:13 245:6,14	153:8 176:17,19
<b>withdraw</b> 205:5	125:22 132:20	197:10 201:14	245:16,20 248:3	196:11,13 265:5
212:16	133:10,21 135:11	259:16	249:6,15 251:12	<b>year-to-year</b> 259:5
<b>withdrawing</b>	145:13 146:5,7	<b>worth</b> 33:23 34:3	254:16 255:9	<b>years</b> 13:11 14:14
127:23 131:5	150:1 151:15	67:5 80:4 82:25	256:24	15:4 56:19 75:15
<b>witness</b> 2:18 8:22	152:13 164:3,5,6	143:19 146:14		98:17,17 126:21

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 41

195:2 238:7,11 245:2 <b>yell</b> 271:5 <b>Yep</b> 153:17 157:14 159:12 173:7 174:17 176:13 178:20 181:12,20 182:2,13 189:2 191:12 205:17 209:14 271:13 <b>yield</b> 75:11 <b>YNOT</b> 86:8,8 <b>YouTube</b> 72:20 74:1,4,4 250:9,10	<b>14-year</b> 190:3 <b>15</b> 29:14 <b>150,000</b> 177:5 <b>16th</b> 181:18 <b>17</b> 91:25 255:21 256:1 <b>177</b> 188:9 <b>18</b> 257:7 <b>180</b> 190:3 <b>180.83</b> 189:25 <b>18th</b> 181:22 <b>1984</b> 111:21 <b>1st</b> 159:17	190:13,19 191:19 194:3 204:3 214:20,25 215:7 <b>2013</b> 223:20 <b>2015</b> 1:17 3:1 274:18 <b>205</b> 41:10,14 <b>213</b> 2:6 <b>23</b> 110:6 <b>23605</b> 104:25 <b>23788</b> 120:17 <b>23rd</b> 274:18 <b>24</b> 110:19 <b>24th</b> 221:12 <b>25</b> 29:15 30:10,17 31:25 33:3 34:25 110:19 111:1 151:25 166:11,12 188:17 <b>25,000</b> 166:16 167:19 <b>250</b> 68:10 <b>26</b> 111:3 <b>27</b> 104:18 105:1 106:24 117:21 <b>28</b> 243:14 <b>28th</b> 200:23 <b>29</b> 87:9,14 204:3 <b>29th</b> 186:1 190:6 <b>2nd</b> 49:24 50:1	<b>30,000</b> 33:21 196:12 <b>300</b> 2:10 <b>325</b> 171:21 172:3 173:2 <b>333</b> 2:4 <b>334</b> 225:24 <b>34</b> 47:24 48:9,11 52:22 <b>340</b> 22:14,14 <b>35</b> 57:2 <b>35.83</b> 189:24 <b>36</b> 51:11 52:22 <b>37</b> 106:5 264:3 265:5 <b>372</b> 232:21 <b>38</b> 202:7 <b>380</b> 271:12 <b>3800</b> 1:18 <b>3960</b> 2:9 <b>3E</b> 29:13	<b>5</b> 228:9 264:10 265:4 <b>5,000</b> 69:14 244:4 244:8 <b>5:30</b> 120:8 <b>50</b> 40:14 63:23 64:1,10 70:16 75:5,14 146:5 149:23 158:10,12 158:13 184:11 <b>50,000</b> 145:23 164:16 196:11 <b>500</b> 69:20 149:22 <b>500,000</b> 149:22 <b>51</b> 89:16 <b>512</b> 91:24 256:1 <b>512(f)</b> 255:22 257:23 258:7 <b>52</b> 71:8 <b>53</b> 153:25 154:2,3 <b>55</b> 254:24 <b>550,000</b> 161:16 163:24 184:11 187:1 194:21 209:25 210:8 217:17 223:14 225:3 <b>56</b> 260:3 <b>57</b> 90:17 <b>58</b> 149:9
<hr/> <b>Z</b> <hr/> <b>zero</b> 101:4 <b>zone</b> 28:25 51:7,14 <b>zones</b> 50:17 51:5	<hr/> <b>2</b> <hr/> <b>2</b> 79:7 159:7 160:3 160:10 176:1 220:10,12 227:13 <b>2,500</b> 47:10 68:24 82:25 <b>2:28</b> 57:13 <b>20</b> 29:15 75:5,13 <b>20-minute</b> 257:20 <b>20,000</b> 68:20 <b>2004</b> 14:19,24,24 14:24 15:13 16:12,13 113:5 <b>2005</b> 263:4 <b>2008</b> 37:3 <b>2009</b> 17:17,18 37:3 37:10,15 39:16 45:25 <b>2010</b> 32:23 84:9 153:9 243:22 <b>2011</b> 39:17 41:4 45:25 55:6 142:8 249:13 258:5 271:1 <b>2012</b> 36:21 58:3 89:5 99:24 102:21 105:9 130:14 131:2,8 131:23 134:24	<hr/> <b>3</b> <hr/> <b>3</b> 29:8 30:2 176:11 176:11 177:24 227:20 229:11 <b>3,000</b> 80:20 <b>3:00</b> 164:8 <b>3:10</b> 206:3 <b>3:26</b> 50:2,21 <b>3:28</b> 50:22 <b>3:58</b> 272:2 <b>30</b> 29:15 32:11 257:7	<hr/> <b>4</b> <hr/> <b>4</b> 159:7 228:2 <b>4:00</b> 164:9 262:5 273:16 <b>4:04</b> 206:6 <b>40</b> 51:12 52:22 59:7 60:11 75:14 <b>40-hour</b> 259:6 <b>40-plus</b> 259:11 <b>400</b> 233:21 <b>40th</b> 2:5 <b>41</b> 152:22 153:3 <b>42</b> 54:12 <b>43</b> 251:6 <b>44</b> 270:6 <b>45</b> 61:6 <b>462</b> 108:24 <b>463</b> 117:24 <b>49</b> 40:19	<hr/> <b>6</b> <hr/> <b>6</b> 21:5 27:21 226:19 <b>60</b> 189:24 <b>600,000</b> 33:16 <b>613-0500</b> 2:6 <b>63</b> 161:1 <b>66</b> 173:25 191:11 <b>669</b> 1:25 274:21 <b>67</b> 174:5 <b>68</b> 180:22 221:6 <b>69</b> 175:16,18
<hr/> <b>0</b> <hr/> <hr/> <b>1</b> <hr/> <b>1</b> 19:1 26:13,20 27:10 69:20 77:14 160:5 178:10 225:21 <b>1:00</b> 141:17 <b>10</b> 155:11 <b>10,000</b> 42:19 44:13 <b>10:15</b> 62:4 <b>100</b> 146:4 <b>100,000</b> 66:6 69:7 70:16 149:23 <b>11</b> 84:9 <b>11:31</b> 57:16 <b>11:54</b> 141:15 <b>11th</b> 81:9 <b>12:34</b> 49:25 <b>12:42</b> 49:24 50:23 <b>1260002283</b> 1:6 3:11 <b>13</b> 2:19			<hr/> <b>5</b> <hr/>	

Arbitration Proceedings ~ Volume I ~ February 9, 2015  
 \*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 42

**6C** 27:9,18

---

**7**

---

**7** 21:23,25 29:9  
 129:2,5 226:20

**70** 167:25**702** 2:11 100:20**72** 222:6,10**73** 185:18**74** 204:4**740** 226:24**75** 174:19 179:5

189:23 210:5

220:17

**75,000** 173:6

175:22 176:12

178:1 180:20

190:21

**750** 68:10**76** 208:25**77** 213:15**7B** 21:4**7th** 191:19

---

**8**

---

**8** 21:25**80,000** 69:2**862-8800** 2:11**89** 237:24,25**89169** 2:10

---

**9**

---

**9** 1:17 3:1**9-0** 158:18**9,500** 43:13 44:13**9:00** 133:19,20

272:12

**9:10** 3:2**90** 158:18,22 162:2

162:4

**90071** 2:5**91** 162:8**92** 184:1**93** 184:1**94** 223:17**95** 224:3**96** 224:3**97** 224:8**99** 229:10**99.129.3.214** 71:24

# EXHIBIT 2

# EXHIBIT 2

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 275

1 ARBITRATION BEFORE  
2 JUDICIAL ARBITRATION AND MEDIATION SERVICE  
3  
4 MARC J. RANDAZZA, )  
5 Complainant, )  
6 vs. ) Ref. No. 1260002283  
7 EXCELSIOR MEDIA )  
8 CORPORATION, a Nevada )  
9 corporation; LIBERTY )  
10 MEDIA HOLDINGS, LLC, a )  
11 California limited )  
12 liability company; and )  
13 JASON GIBSON, )  
14 individually, )  
15 Respondents. )  
16 \_\_\_\_\_ )

**CERTIFIED  
COPY**

13  
14 TRANSCRIPT OF ARBITRATION PROCEEDINGS  
15 VOLUME II  
16 BEFORE THE HONORABLE STEPHEN E. HABERFELD  
17 Taken on Tuesday, February 10, 2015  
18 At 3800 Howard Hughes Parkway  
19 Eleventh Floor  
20 Las Vegas, Nevada  
21  
22  
23  
24

25 REPORTED BY: JO A. SCOTT, RPR, CCR NO. 669



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 276

1 APPEARANCES:

2 For the Complainant:

3 KENNETH P. WHITE, ESQ.  
HENRY L. WHITEHEAD, ESQ.  
4 Brown White & Newhouse  
333 South Hope Street  
5 40th Floor  
Los Angeles, California 90071  
6 (213) 613-0500

7 For the Respondents:

8 WENDY MEDURA KRINCEK, ESQ.  
ETHAN THOMAS, ESQ.  
9 Littler Mendelson  
3960 Howard Hughes Parkway  
10 Suite 300  
Las Vegas, Nevada 89169  
11 (702) 862-8800

12 Also Present:

13 MARC J. RANDAZZA  
JASON GIBSON  
14 BRIAN LOWDERMAN  
BRIAN DUNLAP  
15  
16

17 I N D E X

18	WITNESS	PAGE
19	MARC J. RANDAZZA	
	Cont. Direct Examination by Mr. White	277
20	Cross-Examination by Ms. Krincek	298

21  
22  
23  
24  
25

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 277

1 LAS VEGAS, NEVADA; TUESDAY, FEBRUARY 10, 2015

2 8:58 A.M.

3 -oOo-

4

5 ARBITRATOR HABERFELD: Back on the

6 record. Anyone who is not ready?

7 I'm just going to remind Mr. Randazza you

8 are still under oath. Do you understand that?

9 THE WITNESS: I do.

10 ARBITRATOR HABERFELD: Mr. White?

11 MR. WHITE: Thank you, Your Honor.

12 CONTINUED DIRECT EXAMINATION

13 BY MR. WHITE:

14 Q. Mr. Randazza, yesterday we were talking  
15 about your relationship with XVideos, that entity.

16 Do you recall that?

17 A. Yes.

18 Q. Did your relationship with them have any  
19 impact on your ability to get Corbin Fisher  
20 content taken down from XVideos?

21 A. Yes, it did.

22 Q. How so?

23 A. Well, it had a positive effect.

24 Q. Can you explain why?

25 A. XVideos has a -- like most tube sites,

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 278

1 has -- well, not all. Like some tube sites, has a  
2 takedown request form. So you -- if you find a  
3 video of yours that a user has uploaded to it and  
4 you don't want it there, you can place the link in  
5 that form, you send it to them, and it will go  
6 into a cue, and they will get to it when they get  
7 to it.

8 For example, I think if you -- at least  
9 until recently, if you sent one to You Tube, it  
10 would take at least a couple of days to come down.  
11 Some providers take weeks to do it.

12 XVideos is probably not one of the  
13 fastest ones. But I would send any Corbin Fisher  
14 links directly to XVideos CEO, and he would have  
15 them removed immediately.

16 Q. Was that because of the relationship you  
17 built with them when you represented them?

18 A. Yes. I called that in as a necessary  
19 favor.

20 Q. Is that ability something you concealed  
21 from Jason?

22 A. No.

23 Q. Would you say you bragged about your  
24 ability to do that?

25 A. Yeah, that is one of my faults. But,

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 279

1 yes, of course. I wanted to make sure that  
2 everybody knew how valuable I was to them, so I  
3 would brag about that.

4 In addition, they gave Corbin Fisher a  
5 concession that they, to the best of my knowledge,  
6 have given to no one else, which is they agreed to  
7 do keyword suppression. No tube site is required  
8 to do this. It doesn't -- it doesn't -- it isn't  
9 required under the Copyright Act, it isn't  
10 required under any defense, but I told them, Put  
11 in a term that if anybody uploads a video that  
12 even has the word Corbin Fisher in it, I want it  
13 either reviewed or suppressed, and they did that,  
14 as well.

15 Q. Let's turn to PornGuardian. Now, you had  
16 had a relationship with PornGuardian prior to the  
17 Oron case, correct?

18 A. Correct.

19 Q. Did that bring any benefits for  
20 Excelsior?

21 A. Huge benefits.

22 Q. Such as?

23 A. Well, such as they -- as far as they told  
24 me, they were giving us a big discount on takedown  
25 services. Prior to that, and I'd say concurrent

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 280

1 with that, Corbin Fisher had a program in-house  
2 where they took down links. They would send these  
3 DMCA takedowns to various sources where they found  
4 their content that they didn't want it, and Jason  
5 generally paid people a dollar per link to take  
6 the links down. You can imagine thousands a month  
7 might add up.

8 PornGuardian did it for a flat fee, I  
9 think of -- like I think it was about \$800 per  
10 month. And they took thousands and thousands  
11 down. In fact, so many that at one point Jason  
12 had some doubts as to how they could possibly be  
13 doing that without inflating the numbers. That  
14 was one benefit.

15 Q. Did you ever brag about how you were able  
16 to do this for Excelsior because of your  
17 relationship with PornGuardian?

18 A. I don't know if I bragged about that. I  
19 mean, it was such a minor thing. We got just a  
20 discount on their monthly rate.

21 Q. Was there something else that you did  
22 brag about about the relationship with  
23 PornGuardian?

24 A. Yes.

25 Q. What was that?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 281

1           A.    My greatest value that my friendship with  
2   them came along with is the fact that they didn't  
3   just do all this takedown for Corbin Fisher. They  
4   did it for pretty much every gay company in the  
5   adult space. I don't -- I don't think there was  
6   any company they didn't have in their portfolio.

7                    So by looking at their data and having  
8   access to all their back-end data, I could do  
9   research on so many different Websites and so many  
10  different piracy sources cross company. So, for  
11  example, there might be a company that just  
12  focused on us, just focused on Corbin Fisher, or  
13  there might be a -- you know, a pirate operation  
14  that hits us very little, but has a huge amount of  
15  piracy for other Websites.

16                   So you have kind of a myopic research  
17  view if you didn't see all of that. PornGuardian  
18  gave me, I would say, probably hundreds of  
19  thousands of dollars worth of information that  
20  they would normally charge that amount for, either  
21  for free or a steeply discounted rate.

22           Q.    So was that something you bragged about?

23           A.    Oh, yeah.

24           Q.    Is it fair to say that when your  
25  relationships with companies through your legal

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 282

1 work for them gave the company benefits, that you  
2 went out of your way to report that?

3 A. I would be very proud of it and try to  
4 drop -- you know, I would make an effort to drop  
5 information about it, because I think it  
6 demonstrated my value to the company.

7 Q. So on PornGuardian, you testified  
8 yesterday that -- well, there was a little  
9 confusion in your testimony. You clarified later.

10 Tell us how, very briefly again, clarify  
11 whether -- what PornGuardian's role was in getting  
12 the Oron case?

13 A. Oh, yeah. I think yesterday I did clear  
14 up that. I mixed up Megaupload and Oron since  
15 those cases were so markedly similar.

16 Q. So just to be perfectly clear, did you  
17 get the Oron -- the information about Oron as a  
18 result of representing PornGuardian?

19 A. I don't remember whether it was  
20 PornGuardian or AEBN that brought it to me first.  
21 I do know that one of them -- I think AEBN put  
22 them on my radar, and then PornGuardian put them  
23 on my -- elevated them on my list of targets  
24 because I got a call from them that Oron had  
25 threatened a lawsuit against PornGuardian. I want



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 283

1 to say it was for defamation for them making  
2 statements that Oron was involved in rampant  
3 piracy and had -- and had -- they possibly  
4 detected child pornography on their servers.

5 Q. So how did that impact your ability to go  
6 after Oron?

7 A. Well, like I said, in my matrix of  
8 whether I was going to say a target was a good one  
9 or not, you wanted to have traceable assets, you  
10 wanted to have some point of contact in the United  
11 States. The fact that they had retained counsel  
12 in the United States made me think that he's got  
13 to be getting paid somehow, so there must be some  
14 money to trace.

15 And, additionally, I thought if he did  
16 actually follow through and file that lawsuit,  
17 well, then we would at least be able to try to --  
18 try to intervene on that lawsuit somehow and  
19 remove any argument over jurisdiction.

20 You know, 12 -- 12(b)(2) arguments were  
21 usually how these cases lived and died. So if  
22 they were to waive the issue of 12(b)(2), that  
23 would make them a great target.

24 Q. Mr. Randazza, did you for a time  
25 represent both PornGuardian and Liberty in claims

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 284

1 against Oron?

2 A. Yes. Initially I did.

3 Q. Did that come to a stop?

4 A. It did.

5 Q. Who stopped it?

6 A. I did.

7 Q. Why?

8 A. Because what I did was I approached

9 Lieberman and told him that, you know, now that I

10 had his attention and his client's attention, I

11 wanted a settlement for Corbin Fisher. He was

12 tying the two together, Corbin Fisher and

13 PornGuardian. I don't even know how I got him to

14 agree that PornGuardian should get paid, when they

15 were a potential defendant, but he apparently got

16 scared of something.

17 And I believe it was probably because

18 Porn -- you know, I explained PornGuardian's

19 relationship with all these other companies, so if

20 you didn't get PornGuardian out of the way,

21 perhaps all these other companies would come after

22 him, as well.

23 I got -- he got to a point where he was

24 going to give \$550,000 to Corbin Fisher and

25 \$50,000 to PornGuardian. PornGuardian wanted more

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 285

1 money. And seeing that that was even  
2 potentially -- that I was even going to have to  
3 spend one phone call arguing with Lieberman about  
4 raising that money, which could hold back the  
5 rapid payment to Corbin Fisher, I immediately told  
6 PornGuardian I couldn't represent them anymore and  
7 handed the matter to their other attorney,  
8 Mr. Aaronson.

9 Q. Now, was there a time when Oron's counsel  
10 suggested that it was going to be a package deal  
11 that if Oron -- they would only sign the 550 for  
12 Liberty if also PornGuardian signed off on 50?

13 A. Yes.

14 Q. But after you stopped representing  
15 PornGuardian, did Oron, in fact, sign the term  
16 sheet that was eventually enforced?

17 A. Yes.

18 Q. Do you know whether or not they reached a  
19 settlement with PornGuardian?

20 A. I have no knowledge of that. I don't  
21 know one way or the other.

22 Q. All right. One of the Respondents'  
23 claims regarding conflict is from a company called  
24 Kink.

25 Are you familiar with that company?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 286

1 A. I'm very familiar with them.

2 Q. For how long have you represented them?

3 A. When it began, I'm not sure, but it was  
4 when I was an associate at Weston, Garrou, so it  
5 may have been as early as 2005, 2006.

6 Q. Did you ever represent them in any highly  
7 publicized matters?

8 A. Yes, I did.

9 Q. What was the most highly publicized  
10 matter, briefly?

11 A. It was the affectionately known  
12 "fuck brief" matter.

13 Q. What was that?

14 A. That was a United States patent and  
15 trademark office case in which my client, I think  
16 they did it through another attorney, they tried  
17 to file a US PTO registration for one of their  
18 Website's trademarks, which was  
19 fuckingmachines.com. It was rejected under  
20 Section 2(a) of the Trademark Act, which is the  
21 portion of the Trademark Act that provides that  
22 immoral or scandalous trademarks cannot be  
23 registered.

24 This happens to be a pet area of mine. I  
25 think it's -- I think it's unconstitutional. I'd

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 287

1 actually written my LLM thesis on it.

2 But we did a really fun brief that went  
3 through the reasons why it's unconstitutional, but  
4 also why the word "fuck" should no longer be  
5 considered to be immoral and scandalous in today's  
6 society, using all kinds of popular culture  
7 references, quotes from politicians you know, how  
8 it's used as not just expletive, but, you know,  
9 you can use a whole sentence that says it, one of  
10 the quotes was from George Carlin.

11 Q. So were you representing Kink in that?

12 A. Oh, yes.

13 Q. How would you characterize the amount of  
14 publicity it got?

15 A. Huge. I mean, international publicity.

16 Q. All right. Let's turn to another claim  
17 that the Respondents have?

18 A. Yes.

19 Q. Respondents made some claims about your  
20 relationship with Mr. -- a Mr. Grady.

21 A. James Grady, yes.

22 Q. Who provided you with information in the  
23 Oron case?

24 A. Yes.

25 Q. Do you recall how he came to your

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 288

1 attention in connection with the Oron case?

2 A. Well, Jim had a -- I had been giving Jim  
3 legal advice off and on for years. He was  
4 generally represented by another attorney in  
5 Colorado. But James would -- they would call me a  
6 lot and ask me for second opinions on things. I  
7 didn't really have that formal of a relationship  
8 with him.

9 But he called me at some point after the  
10 Oron matter started with -- telling me that he had  
11 a source that had a lot of information about Oron.

12 Q. And did you follow up with him about  
13 the -- how that source was getting the  
14 information?

15 A. I did.

16 Q. Did you ever ask him about whether or not  
17 it was obtained legally or illegally?

18 A. I did, because I wanted to make sure that  
19 I could use it as evidence.

20 Q. Would you please take a look at  
21 Exhibit 399? Let me know when you are there,  
22 please.

23 A. I'm there.

24 Q. Do you recognize this e-mail exchange?

25 A. Of course.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 289

1 Q. Is this with Mr. Grady?

2 A. Yes.

3 Q. And were you contemplating using him as a  
4 witness in hearings in Oron?

5 A. Yes.

6 Q. What was going to be his purpose?

7 A. Well, he was going to at least -- he was  
8 going to give me a report on everything he knew  
9 about Oron in that case.

10 Q. Were you contemplating -- for what  
11 purpose in the case? What were you going to try  
12 to use him try to convince the court to do?

13 A. I think this was to get my injunction.

14 Q. Was that the injunction to freeze the  
15 PayPal accounts?

16 A. Yes.

17 Q. All right. Would you look at the part  
18 from you to him that starts with, Okay, I need?

19 A. Yes.

20 Q. Would you read Number 2, please?

21 A. Yes.

22 Q. So this says you have to consider what  
23 happens if the judge wants to know where you got  
24 your information?

25 A. Yep.



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 290

1 Q. As far as I know, it's lawfully obtained.

2 And you say, Hacker, problematic.

3 Were you trying to convey to him what to  
4 say?

5 A. No. I wanted to make sure if I'm going  
6 to fly this guy down, put him on the stand, I'm  
7 not going to put him there if he got this  
8 information improperly.

9 So I was -- he had already told me it was  
10 legal. He had already told me -- he didn't tell  
11 me where. He didn't want to tell me who he had  
12 gotten it from, but I wanted to impress upon him  
13 that, look, on July 3rd, you are going to be  
14 sitting in a Federal Courthouse, so if you are  
15 telling me one thing, you better not tell me  
16 something different when you are my witness.

17 Q. Did you get him to send materials to you  
18 that he had gathered?

19 A. I asked him to send them to Jason  
20 directly.

21 Q. And did you ask him to send them in a  
22 particular way?

23 A. Yes. Because I didn't know if they were  
24 going to come from him or from his source, and  
25 I -- he seemed very concerned about being targeted

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 291

1 for being the source, so I told him to have them  
2 sent to Jason. I didn't -- and if they are coming  
3 directly from the source, I didn't want to know  
4 that person's name. He can testify about that  
5 later.

6 Q. So how did you have him ask -- did you  
7 ask him to send them anonymously?

8 A. Yeah. I told him to put them in a box  
9 and have them sent to Jason's PO Box.

10 Q. Now, when -- did Mr. Gibson receive them?

11 A. Yes.

12 Q. Did you have a conversation with  
13 Mr. Gibson about them?

14 A. I told him that a package was going to be  
15 coming for him that would be very useful in the  
16 Oron case, and I explained to him where they were  
17 coming from.

18 Q. What was his reaction?

19 A. Elation, to put it lightly.

20 Q. Did you have an understanding of where  
21 these documents actually came from?

22 A. To this day, I do not know where he got  
23 them. All I know is that he was getting them from  
24 somebody else.

25 Q. Did you have any theories at the time?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 292

1           A.     Well, when he first brought them to me,  
2     they seemed like so -- it was probably somebody  
3     who was inside Oron. My theory to this day is --  
4     I'm guessing, given the way things shook out, that  
5     it might have been from a guy by the name of Maxim  
6     Bochenko, but I'm just guessing.

7           Q.     Did that person ever have to be part of  
8     any Oron settlement?

9           A.     Yes.

10          Q.     Did you obtain right to sue letters in  
11     this case?

12          A.     Yes.

13          Q.     Did you obtain a closed case letter from  
14     the Nevada NERC?

15          A.     I did.

16          Q.     Did you get an EEOC right to sue letter?

17          A.     I did.

18          Q.     How about California?

19          A.     I did.

20          Q.     Let's talk in our final category about  
21     your claims for damages.

22          A.     Yes.

23          Q.     Now, what are you claiming in connection  
24     with the Oron settlement?

25          A.     The 25 percent of the proceeds, which is

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 293

1 at least \$137,500 as 25 percent of the \$550,000.

2 Q. Are you claiming the 25,000 that you  
3 advanced?

4 A. I am claiming those as money I advanced  
5 as an employee.

6 Q. Would you take a look -- and, Henry,  
7 could you get it -- at Exhibit 347?

8 ARBITRATOR HABERFELD: That's in addition  
9 to the 25 percent?

10 MR. WHITE: Yes, Your Honor.

11 BY MR. WHITE:

12 Q. Are you claiming your severance under the  
13 contract?

14 A. I am.

15 Q. Would you please turn to Exhibit 347?

16 MR. WHITEHEAD: And that should be before  
17 Your Honor. But if not, let me know.

18 THE WITNESS: Okay. I got it.

19 BY MR. WHITE:

20 Q. 347 is your Amended Claim.

21 Would you please turn to Page 7?

22 ARBITRATOR HABERFELD: I don't have it  
23 yet, please.

24 MR. WHITE: I beg your pardon, Your  
25 Honor.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 294

1 ARBITRATOR HABERFELD: One moment,

2 please.

3 THE WITNESS: 347 doesn't appear to be --

4 MR. WHITE: My apologies. Let me see --

5 ARBITRATOR HABERFELD: One moment. We're

6 getting it.

7 THE WITNESS: We've got the wrong number

8 anyway.

9 MR. WHITE: Yes. I apologize. I do have  
10 the wrong number. It should be 302.

11 My apologies, Your Honor.

12 THE WITNESS: Got it.

13 ARBITRATOR HABERFELD: Proceed.

14 BY MR. WHITE:

15 Q. That's your amended claim in this matter,  
16 correct?

17 A. Yes.

18 Q. Would you please turn to Paragraph 75,  
19 which is on page --

20 A. I got it. Page 18.

21 Q. Page 18.

22 A. Yes. I see it.

23 Q. How were you paid, daily or weekly?

24 A. Weekly.

25 Q. So when you were -- when Corbin Fisher

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 295

1     purported to accept what you sent as a  
2     resignation, did they pay you for that full week?

3           A.     No.

4           Q.     How much did they pay you?

5           A.     For four days that week.

6           Q.     And is that reflected here in your claim?

7           A.     It is.

8           Q.     Turning to the next page, are you  
9     claiming a five percent wage increase as provided  
10    in the contract starting on July 1st --

11          A.     Yes.

12          Q.     -- 2012?

13          A.     Yes.

14          Q.     Did you get that wage increase from the  
15    time between July 1st and the time that you  
16    ended -- that the employment at Excelsior ended?

17          A.     No.

18          Q.     Are you claiming unpaid vacation time?  
19    Did they pay you all your unpaid vacation when you  
20    were -- when the employment ended?

21          A.     To the best of my memory, no.

22          Q.     And then if you please turn to Page 20?

23          A.     Yes.

24          Q.     And I would like you to look at  
25    Subsections D and E.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 296

1 A. Okay.

2 Q. Excuse me. C, D, and E.

3 Were you aware of amounts of settlements  
4 that had been reached but had not yet been  
5 received by Excelsior as of August 29th, 2012?

6 A. Yes.

7 Q. And, for instance, this refers to  
8 settlements from Excubitor USA?

9 A. Uh-huh.

10 Q. Did Excelsior pay you based on the gross  
11 rather than the net on that?

12 A. No. They paid me on the net.

13 Q. Were you aware that settlements had been  
14 reached, but not yet received in the matter in  
15 which Mr. Rushie in Pennsylvania represented you?

16 A. Yes.

17 Q. Is that the \$14,000 in Subparagraph D?

18 A. Yes. Apparently Rushie disbursed that  
19 money to them, but I didn't get paid my cut.

20 ARBITRATOR HABERFELD: When you say not  
21 paid your cut, not paid at all, or paid net as  
22 opposed to gross?

23 THE WITNESS: No, nothing at all.

24 ARBITRATOR HABERFELD: Okay. Thank you.

25 ///



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 297

1 BY MR. WHITE:

2 Q. Previously you had made a claim for  
3 \$1,384.38 in expenses, and you've withdrawn that,  
4 correct?

5 A. I believe we were shown documentation  
6 that that did get paid to me, so, yes.

7 Q. And are you also seeking damages for your  
8 termination after the incidents of the film and  
9 the incident in the backseat of your car?

10 A. Yes.

11 MR. WHITE: Thank you, Mr. Randazza.

12 Your Honor, I don't have anything else.

13 ARBITRATOR HABERFELD: Ms. Krincek, would  
14 you like to begin cross now, or would you like a  
15 short break?

16 MS. KRINCEK: I can start now. I think  
17 it's a little early for a break, for the morning  
18 break anyways.

19 ARBITRATOR HABERFELD: Well, whatever  
20 works best for you.

21 MS. KRINCEK: I'm ready to go.

22 ARBITRATOR HABERFELD: Okay. Before you  
23 start, I'd just like to remind Mr. Randazza about  
24 the brief conversation we had about the  
25 responsibilities of your being a witness on

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 298

1 cross-examination.

2 Anything you want to have me refresh on  
3 or ask me any questions about before we start?

4 THE WITNESS: No, Your Honor.

5 ARBITRATOR HABERFELD: Okay.

6 MR. WHITE: Your Honor, one thing is that  
7 obviously if Mr. Randazza were refreshed in his  
8 memory from something during his cross,  
9 Ms. Krincek would be entitled to see that.

10 I've instructed him, if he has things he  
11 wants to say to me, to put it on a notepad, and  
12 those I construe as attorney/client  
13 communications.

14 ARBITRATOR HABERFELD: We'll see how that  
15 goes.

16 MS. KRINCEK: Okay. I'm not sure I  
17 follow that.

18 ARBITRATOR HABERFELD: I'm not sure I  
19 did, either. So let's see how that goes.

20 CROSS-EXAMINATION

21 BY MS. KRINCEK:

22 Q. Mr. Randazza, near the start of the day  
23 yesterday you testified about the beginning of  
24 your employment relationship with Excelsior and  
25 the origin of the employment agreement that was

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 299

1       executed between yourself and Excelsior.

2               Do you recall giving that testimony?

3       A.     I do.

4       Q.     Can you turn to -- in Complainant's  
5       exhibit binders, Exhibit Number 1?

6       A.     I am there.

7       Q.     And, again, this is the employment  
8       agreement you and Excelsior entered, correct?

9       A.     Correct.

10       Q.    I want to make sure we have a clear  
11   understanding of your testimony. Is it your  
12   testimony that the company, and not you, drafted  
13   this employment agreement?

14       A.    No, that wasn't my testimony.

15       Q.    So who drafted this employment agreement?

16       A.    It was jointly drafted.

17       Q.    By whom?

18       A.    The company and myself, with the  
19   assistance of counsel.

20       Q.    And who sent the first draft of this  
21   employment agreement?

22       A.    The first draft of any employment  
23   agreement I know came from Excelsior.

24       Q.    Did it have --

25       A.    It came from Mr. Gibson.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 300

1 Q. Excuse me?

2 A. It came from Mr. Gibson.

3 Q. And was it a multipage document like  
4 this?

5 A. I don't recall the -- what it looked like  
6 when it first came to me.

7 Q. Was it entitled Contract of Employment  
8 for Corporate General Counsel?

9 A. I don't recall the exact title on it, but  
10 if you have something to refresh my memory, I'm  
11 sure that could -- that could help.

12 Q. Did it have a severance provision in it;  
13 do you recall?

14 A. I do not specifically recall the original  
15 draft having a severance provision.

16 Q. Now, you testified about some specific  
17 matters, like one involving someone named Breck  
18 Orshal and somebody named Justin Krueger. And I  
19 believe you were trying to make the point that  
20 Mr. Gibson sometimes took aggressive positions in  
21 legal disputes.

22 Was that the point you were trying to  
23 make?

24 A. Yes.

25 Q. Would you agree that you sometimes take

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 301

1 aggressive positions in legal disputes?

2 A. I took the position that my client wanted  
3 me to take. In fact, I often took very  
4 conciliatory positions and recommended such  
5 positions.

6 Q. You don't consider yourself an aggressive  
7 litigator?

8 A. It -- when it serves my client's  
9 interest, and -- or when my client demands me to  
10 do so, despite it being against their best  
11 interest, I am.

12 But I'm actually more proud of the cases  
13 where I'm able to do things quickly and  
14 efficiently and in a more conciliatory fashion.

15 Q. You testified early yesterday that you  
16 had business cards in the name of Excelsior Media,  
17 business cards in the name of Liberty Media, and  
18 business cards in the name of Corbin Fisher.

19 Are you sure you had Liberty Media  
20 business cards?

21 A. No, I'm not. I think I expressed a  
22 little bit of cloudiness on that, but I do know  
23 that I had Corbin Fisher ones and Excelsior ones.

24 Q. You worked for Excelsior from June of  
25 2009 until August 29th, 2012, correct?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 302

1 A. That is correct.

2 Q. And you had met Mr. Gibson and done work  
3 for Excelsior prior to commencing employment with  
4 Excelsior, correct?

5 A. Excelsior, Liberty, Becar Management. I  
6 would really say all of the Corbin Fisher related  
7 companies.

8 Q. You did work for them as outside counsel?

9 A. I did.

10 ARBITRATOR HABERFELD: One moment,  
11 please. Let me just check with the court  
12 reporter.

13 Are you getting all of this easily?

14 THE COURT REPORTER: Yes.

15 ARBITRATOR HABERFELD: Okay. Because a  
16 lot of what you are doing is you are looking down  
17 at your notes, and you are going at a certain  
18 quick pace, and so I wanted to make sure that the  
19 court reporter is having no difficulty.

20 MS. KRINCEK: Okay.

21 MR. WHITE: Your Honor, may I also ask my  
22 client to raise his head when he responds to  
23 questions?

24 THE WITNESS: Sorry.

25 MR. WHITE: Thank you.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 303

1 BY MS. KRINCEK:

2 Q. You agree that you had a close  
3 relationship with Jason Gibson during the time  
4 that you worked at Excelsior; is that fair?

5 A. That is fair.

6 Q. You regularly socialized with Mr. Gibson  
7 outside of work, correct?

8 A. I did.

9 Q. You went out to dinner with him  
10 frequently?

11 A. I did.

12 Q. Mr. Gibson socialized with your wife and  
13 children?

14 A. He did.

15 Q. You mentioned on direct examination that  
16 your kids even referred to him as uncle?

17 A. Natalia did. Antonio wasn't verbal at  
18 that point.

19 Q. You considered the employees at Excelsior  
20 Media to be your family, correct?

21 A. I did.

22 Q. And that included Mr. Gibson?

23 A. At most of the time I was there, yes.

24 Q. Do you recall sending Mr. Gibson a video  
25 of your wife doing what you referred to as pole



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 304

1 dancing for minivan money?

2 A. Yes.

3 Q. Can I have you turn to Exhibit 318 in our  
4 binders?

5 A. Okay. I see it and I've reviewed it.

6 Q. Mr. Randazza, this is an e-mail that you  
7 sent to Jason Gibson on July 8th of 2011, correct?

8 A. That is correct.

9 Q. So you would have been working at  
10 Excelsior for about two years at the time of this  
11 e-mail?

12 A. Almost exactly two years.

13 Q. And you expressed to Mr. Gibson how  
14 grateful you were for everything he does for us.

15 Do you see that?

16 A. I do.

17 Q. And "us" refers to you and your family,  
18 correct?

19 A. Yes, it does.

20 Q. And Mr. Gibson took you -- I think you  
21 testified about this on direct, but he took you to  
22 a place called Medi the day before, which is some  
23 type of weight loss center, correct?

24 A. Yes.

25 Q. And you were sincere when you sent this

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 305

1 e-mail, correct?

2 A. Yes.

3 Q. Can you turn to Exhibit 319?

4 A. Yes.

5 Q. This is an e-mail that you sent to

6 Mr. Gibson on July 25th, so later that same month

7 in 2011, correct?

8 A. Yes.

9 Q. And you again thanked Mr. Gibson for  
10 getting you to go to Medi, correct?

11 A. I did.

12 Q. And your family in Massachusetts was  
13 moved by the fact that Mr. Gibson had taken care  
14 of you by doing that, correct?

15 A. Yes. They thought it was very nice of  
16 him.

17 Q. You enjoyed a good personal relationship  
18 with Mr. Gibson at this time; is that fair?

19 A. At that time, I did, yes.

20 Q. During your employment, you went on a  
21 company trip with Jason and others to Costa Rica,  
22 correct?

23 A. Yes.

24 Q. Can I have you turn to Exhibit 335?

25 A. I'm there.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 306

1 Q. Exhibit 335, this is a series of  
2 photographs of you taken on that trip to  
3 Costa Rica; is that correct?

4 A. That is correct.

5 Q. And you're naked in these photos,  
6 correct?

7 A. That is correct.

8 Q. And Jason and others were present when  
9 these photos were taken, correct?

10 A. Correct.

11 MS. KRINCEK: If we could turn on --  
12 could you turn on the projector?

13 ARBITRATOR HABERFELD: Is this an  
14 exhibit?

15 MS. KRINCEK: Yes, it is.

16 (Video played.)

17 BY MS. KRINCEK:

18 Q. Marc, that's video of you from that trip  
19 to Costa Rica, correct?

20 A. Yes, it is.

21 Q. Okay.

22 ARBITRATOR HABERFELD: What exhibit  
23 number is that that you just set up on the screen?

24 MS. KRINCEK: Yes. That is Exhibit  
25 Number 427.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 307

1 BY MS. KRINCEK:

2 Q. And Jason and others were present during  
3 the filming of that video, correct?

4 A. I believe so.

5 Q. Next I would like to play a couple of  
6 audio recordings. The first one is Exhibit 428.

7 MR. WHITE: Your Honor, may I inquire of  
8 counsel briefly?

9 ARBITRATOR HABERFELD: Why don't you  
10 inquire of me, and then we'll see.

11 MR. WHITE: My question is whether the  
12 audio exhibits are going to be the ones of the  
13 caricatures of Rodney the Redneck Racist or Samir.  
14 If they are, I would object.

15 Ms. Krincek objected to me getting into  
16 racial issues, so I don't think they're anymore  
17 relevant based on her own objection.

18 MS. KRINCEK: Well, the purpose of my  
19 audio and video exhibits, Your Honor, is to  
20 establish the nature of the relationship between  
21 Mr. Randazza and Mr. Gibson, and kind of the  
22 boundaries that they had -- or lack of boundaries  
23 thereof in their interactions --

24 ARBITRATOR HABERFELD: I think I  
25 understand.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 308

1 MS. KRINCEK: -- with each other.

2 ARBITRATOR HABERFELD: I think I'm going  
3 to have to take it instance by instance --

4 MR. WHITE: Yes, Your Honor.

5 ARBITRATOR HABERFELD: -- if there is an  
6 objection. But generally, I believe, I will  
7 probably overrule them, although I'm waiting to  
8 hear what the specific objection is and the  
9 specific instance.

10 MR. WHITE: Yes, Your Honor.

11 (Audio played.)

12 BY MS. KRINCEK:

13 Q. I won't play the whole thing,  
14 Mr. Randazza, but that's a message that you left  
15 for Jason Gibson, correct?

16 A. Yes.

17 Q. And the next one.

18 A. Jason loved those.

19 Q. You two had the kind of relationship  
20 where you could share off-color, politically  
21 incorrect, do things with each other, to each  
22 other that some people might find offensive, but  
23 you two were generally on the harder end of the  
24 side of things.

25 Do you agree with that?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 309

1 A. No, I would say that's mischaracterizing.

2 Q. But you were comfortable leaving these  
3 kind of sexually oriented, potentially racist  
4 recordings for him?

5 A. I don't agree with your characterization.

6 MS. KRINCEK: This next recording is  
7 Exhibit 428.

8 For the record, Your Honor --

9 ARBITRATOR HABERFELD: What did you just  
10 play? I thought that was 428.

11 MS. KRINCEK: I'm sorry. They are both  
12 on 428.

13 ARBITRATOR HABERFELD: Okay. Are they  
14 separated by A or B, or are they just run on, or  
15 what? What do you want to tell me about that, for  
16 the record?

17 MS. KRINCEK: Yeah. On 428, it's a disc,  
18 and so there is two separate audio files on there,  
19 so it appears like it is on the screen right here,  
20 and that's the same way it is on the CD that's in  
21 your binder.

22 ARBITRATOR HABERFELD: Okay. Are there  
23 transcriptions? I didn't -- I didn't open up.  
24 Are there transcriptions, or are they just the  
25 CDs, or how are they presented in evidence?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 310

1 MS. KRINCEK: They are on CDs in your  
2 binder.

3 ARBITRATOR HABERFELD: Okay. Very good.  
4 (Audio played.)

5 BY MS. KRINCEK:

6 Q. Mr. Randazza, that's also a recording  
7 that was made, and Jason Gibson was present when  
8 you made that recording or when you recorded it,  
9 correct?

10 A. Yes. That was a character Rob the  
11 Amazing Racist.

12 Q. Thank you.

13 A. Based on hate mail the company received.

14 Q. There is no question pending, but thank  
15 you.

16 ARBITRATOR HABERFELD: Is there a date  
17 for the recordings that's at all material here for  
18 when these were made?

19 MS. KRINCEK: I don't have the date of  
20 the recordings, other than it was during the  
21 course of Mr. Randazza's employment.

22 ARBITRATOR HABERFELD: Okay.

23 THE WITNESS: Your Honor, I can recall  
24 approximately.

25 ARBITRATOR HABERFELD: That's fine.



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 311

1 There is no question. I'm just speaking with

2 Ms. Krincek.

3 BY MS. KRINCEK:

4 Q. You're alleging in this arbitration that  
5 Mr. Gibson harassed you because you are a straight  
6 male; is that correct?

7 A. Mr. Gibson's aggression towards people  
8 was usually based on whatever immutable  
9 characteristics they had that he could use against  
10 them.

11 Q. That wasn't my question. You have a  
12 claim for harassment in violation of state and  
13 Federal law?

14 A. Correct.

15 Q. And that claim alleges that Mr. Gibson  
16 harassed you because you are a straight male; is  
17 that your allegation?

18 A. As a straight male, yes.

19 Q. Is it fair to say that until 2012, you  
20 had no suspicions that Jason did not supposedly  
21 like the fact that you were a straight male?

22 A. I wouldn't be able to testify that I had  
23 no suspicions, but there was never any -- that I  
24 can recall, any negative action toward me.

25 Q. Right. You've identified two instances

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 312

1 to support your claim of harassment; the first  
2 incident was the filming in your office in  
3 April 2012, correct?

4 A. That is correct.

5 Q. And the second incident was the car ride  
6 home from the Lake Mead company outing on  
7 August 9th, 2012, correct?

8 A. Correct.

9 Q. You sent Mr. Gibson videos of your kids  
10 from time to time, correct?

11 A. I did.

12 Q. And you did that because you liked to  
13 send him videos of your kids, correct?

14 A. Yes, I would often. I was a proud dad,  
15 so if my kids did something cute, I would send  
16 them to most everybody I knew.

17 Q. Even though you're now alleging  
18 Mr. Gibson had animus towards you because you are  
19 a married straight man, isn't it true that you,  
20 your wife, and your kids stayed with Mr. Gibson at  
21 his home that he shared with his partner for  
22 extended periods of time?

23 A. That is true.

24 Q. Isn't it true that until you presented  
25 Mr. Gibson with the settlement agreement with Oron

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 313

1 for his review on August 13th, 2012 that called  
2 for the \$75,000 bribe to you or your firm, that  
3 you and Mr. Gibson were getting along fine?

4 A. That is not true at all.

5 Q. Isn't it true that up until August 5th,  
6 2012, you were reporting that you liked working  
7 for Mr. Gibson?

8 A. I may have. I really don't recall what  
9 you are referring to.

10 Q. Can you turn to Exhibit 322?

11 A. Yeah. Here we go.

12 Q. Mr. Randazza, this is an e-mail at the  
13 top e-mail on the first page that you sent to  
14 Mr. Gibson on August 5th, 2012, correct?

15 A. Yes.

16 Q. Can you read for me the last two  
17 sentences of the first paragraph of your e-mail to  
18 Mr. Gibson?

19 A. In the good news department, that? Is  
20 that where you want me to be in?

21 Q. The first paragraph --

22 A. Oh, I'm sorry.

23 Q. -- last two sentences.

24 A. I like working for you. I don't want to  
25 see the business sold to someone who I will not

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 314

1 get along with as well as I get along with you

2 guys.

3 Q. Thank you. And when you say in that

4 e-mail, I like working for you, you are referring

5 to Mr. Gibson, correct?

6 A. I'm -- well, I think I'm referring to

7 plural, so Mr. Gibson, Mr. Lowderman, you guys,

8 but, yes.

9 Q. You are referring to --

10 A. Jason is included in that -- in that

11 plural.

12 Q. You don't dispute that by early

13 August 2012 you were still regularly socializing

14 with Mr. Gibson outside of work, do you?

15 A. I probably did.

16 Q. I think you testified earlier this

17 morning that you filed a Charge of Discrimination

18 with the Nevada Equal Rights Commission and EEOC

19 against the company, correct?

20 A. I did.

21 Q. Can you turn to Exhibit 310?

22 A. I can.

23 Q. Is this a copy of the Charge of

24 Discrimination that you filed against the company?

25 A. Yes, it is.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 315

1 Q. And on the bottom of each of the three  
2 pages of the Charge, you signed each page under  
3 penalty of perjury, correct?

4 A. Correct.

5 Q. And you filed this Charge on January 30th  
6 of 2013, correct?

7 A. Correct.

8 Q. And since you were signing the Charge  
9 under penalty of perjury, you were careful to make  
10 sure the statements you were making were true and  
11 accurate; is that fair?

12 A. I would say some of them I was a little  
13 careless in reviewing. An associate had prepared  
14 this for me.

15 Q. Who prepared the Charge of Discrimination  
16 for you?

17 A. Jay DeVoy wrote the original draft of it.

18 Q. And then you reviewed it, and you signed  
19 it, correct?

20 A. Correct. He didn't seem to have all the  
21 dates correct.

22 Q. But you signed it nonetheless, correct?

23 A. Nonetheless, I signed it.

24 Q. On Page 2 of the Charge, Mr. Randazza,  
25 can you look at the section titled Sexual

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 316

1 Harassment?

2 A. Yes.

3 Q. You stated under oath in the first  
4 sentence under that topic, On or about April 1,  
5 2012, I received a text message from Mr. Gibson  
6 indicating that he was filming an adult sex scene  
7 in my office.

8 A. Yes.

9 Q. In the same text message, he made the  
10 comment, quote, Your wife's bush is also in the  
11 scene --

12 A. Correct.

13 Q. -- end quote. And that was referencing a  
14 painting depicting George Bush my wife had given  
15 me to hang in my office. Although I was  
16 embarrassed and uncomfortable with the nature of  
17 the text message, I initially believed it was sent  
18 in jest.

19 A. Yes.

20 Q. Now, we looked at the texts you exchanged  
21 with Mr. Gibson yesterday. For the record, they  
22 were Complainant's Exhibit 27.

23 A. Yes.

24 Q. Can you go back to those now? And if you  
25 would like to stay in the same binder, you can

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 317

1 look at 330, which is an identical exhibit we  
2 have.

3 A. Okay.

4 Q. On the bottom of the first page of 330 --

5 A. Yes.

6 Q. -- Mr. Gibson texted you and said, I'm  
7 shooting gay porn on your office desk and couch,  
8 correct?

9 A. Yes.

10 ARBITRATOR HABERFELD: Could we do this  
11 by your Bates numbers, EMC -- this is 459, for the  
12 record?

13 MS. KRINCEK: Sure.

14 ARBITRATOR HABERFELD: That would be  
15 helpful for me to have reference in the record.

16 MS. KRINCEK: Okay.

17 ARBITRATOR HABERFELD: Unless you think  
18 there is another or better way to do that.

19 MS. KRINCEK: No, that's fine.

20 THE WITNESS: Okay. I see that message.

21 BY MS. KRINCEK:

22 Q. You didn't receive a text from Mr. Gibson  
23 about shooting in your office on April 1st,  
24 correct? It was about three weeks later that you  
25 received that text?



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 318

1 A. Yeah, April 22nd.

2 ARBITRATOR HABERFELD: I'm also -- sorry.

3 Can I ask, would it also be helpful to refer, do  
4 you see at the far left margin there is some kind  
5 of reference by number?

6 MS. KRINCEK: Sure.

7 ARBITRATOR HABERFELD: Does that mean  
8 anything that would assist us in identifying --  
9 for ease of identification in getting to it?

10 MS. KRINCEK: They should be numbered. I  
11 believe when the texts are downloaded and printed  
12 out, they come out numbered consecutively.

13 ARBITRATOR HABERFELD: Okay.

14 MS. KRINCEK: So I can refer to that  
15 number, as well.

16 ARBITRATOR HABERFELD: If you would do  
17 that, that would be helpful to me. Thank you.

18 THE WITNESS: Okay. So we're looking at  
19 23605?

20 BY MS. KRINCEK:

21 Q. Correct.

22 A. Okay. What can I answer for you?

23 Q. Well, you just answered that question,  
24 but I would like you to toggle back to the Charge,  
25 but still --

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 319

1 A. Okay.

2 Q. -- keep your hand on the text messages.

3 A. Okay.

4 Q. The next sentence in your sworn Charge  
5 you wrote about -- you said, In the same text  
6 message, he made the comment, quote, your wife's  
7 bush is also in the scene.

8 You put quotes around that statement like  
9 it was a direct quote from Mr. Gibson's text,  
10 correct?

11 A. Yes.

12 Q. Going back to the text exchange between  
13 yourself and Jason, is that a direct quote  
14 anywhere that appears in this text exchange?

15 A. It is not. It is an inaccurate  
16 paraphrase of 23663.

17 Q. And it is also not in the same text  
18 message when Mr. Jason told you he was going to  
19 shoot porn in your office as it says in your  
20 Charge, correct?

21 A. That's true. It's in a separate text  
22 message.

23 Q. In your sworn Charge, you also state that  
24 you were embarrassed and uncomfortable with the  
25 nature of the text message that Mr. Gibson sent,

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 320

1 correct?

2 A. Yes.

3 Q. Now, after Mr. Gibson texted you and  
4 said, I'm shooting gay porn on your office desk  
5 and couch, if you turn the page to EMC460, Text  
6 Number 23622, what was your response?

7 A. I'm sorry. What exhibit, 460?

8 Q. Exhibit 330.

9 A. Oh, I'm sorry. Okay.

10 Q. The texts, still. I gave the Bates stamp  
11 number, which is EMC460.

12 A. Okay.

13 Q. So Mr. Gibson texted you to alert you he  
14 was shooting gay porn in your office, and what was  
15 your response?

16 A. Don't get jizz on my briefs.

17 Q. Does your response make you embarrassed  
18 and uncomfortable?

19 A. My response?

20 Q. Your response.

21 A. No, my response does not make me  
22 embarrassed or uncomfortable.

23 Q. The next text, which is from Mr. Gibson  
24 to you, Number 23661, Mr. Gibson texted you,  
25 Olivia squirted all over your desk and floor.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 321

1 Sharon won't have time to clean until end of next  
2 week.

3 And your response was?

4 A. My response was a sarcastic response of,  
5 I don't want it cleaned up.

6 Q. So did that portion of Mr. Gibson's text  
7 make you embarrassed and uncomfortable?

8 A. Not until I realized that it was true and  
9 that he was not joking.

10 Q. I think you previously testified on  
11 direct that you are not someone that is easily  
12 offended; is that correct?

13 A. No, I am not easily offended.

14 Q. In fact, you once asked your female  
15 assistant, Erika Dillon, in the workplace to give  
16 you a handjob, correct?

17 A. No, that is inaccurate.

18 Q. You are denying that you asked your  
19 assistant to give you a handjob?

20 A. Yes, I'm denying that I ever requested  
21 that she do so.

22 Q. Can you -- I'm going to get you your  
23 deposition transcript --

24 A. Sure.

25 Q. -- to take a look at.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 322

1           A.     Just call my attention to the fact that  
2     those words were exchanged, that I will say. That  
3     is my testimony.

4           Q.     Well, let's look at your deposition  
5     transcript.

6           MR. THOMAS: Do you want me to grab it  
7     from here?

8           MS. KRINCEK: Yeah.

9           MR. THOMAS: Is it in Volume 1?

10          MS. KRINCEK: It's -- it might be in  
11     Volume 2.

12          MR. WHITE: Which exhibit should I be  
13     looking at?

14          MS. KRINCEK: Do you have the witness  
15     copies of exhibits?

16          MR. WHITE: I have one on my screen. Do  
17     you object to me -- Your Honor, would it be  
18     acceptable if I show Mr. Randazza the version on  
19     my screen as Ms. Krincek --

20          MS. KRINCEK: It might be easier if we  
21     have the paper copy.

22          MR. WHITEHEAD: We also have the paper  
23     copy, as well, of the deposition.

24          MR. WHITE: Mr. Whitehead, would you  
25     please hand that to Mr. Randazza?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 323

1 THE WITNESS: Thank you.

2 BY MS. KRINCEK:

3 Q. Can you turn to Page 58 of your  
4 deposition transcript?

5 A. Yes. I'm there.

6 ARBITRATOR HABERFELD: If you will call  
7 out page and line --

8 MS. KRINCEK: Sure.

9 ARBITRATOR HABERFELD: -- for the record  
10 and for Mr. White, please.

11 BY MS. KRINCEK:

12 Q. Page 58, Lines 4 through 12.

13 A. 4 through 12, yes.

14 Q. Question: Do you recall suggesting to  
15 Erika Dillon in the workplace that she give you a  
16 hand job?

17 Answer: That was not what happened.

18 Question: What happened?

19 Answer: I recall Erika walked in and  
20 said, Do you want anything else? And I did  
21 jokingly say that. Neither of us understood it to  
22 be a request, nor would I have accepted a handjob  
23 had it been offered.

24 A. Correct.

25 Q. Do you see that?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 324

1 A. Yes.

2 Q. So you did ask your assistant for a  
3 handjob in the workplace?

4 A. No, that's not what that is. If you are  
5 making a joke with somebody, that's different.

6 Tell somebody, Would you go jump off of a bridge?  
7 You don't really want them to jump off a bridge.

8 Q. Well, you made the request. It was just  
9 a joke, correct?

10 A. Then it's not a request. That's a joke,  
11 if you -- it's what I said in the depo.

12 Q. Can you turn back to Exhibit 330? You  
13 are still there, which is the text exchange.

14 A. Sure.

15 Q. And can you go to EMC464?

16 A. Okay. I'm there.

17 Q. And this is, for the record, the portion  
18 of the text exchange where you are texting with  
19 Mr. Gibson about the scene having been filmed in  
20 your office?

21 A. Yes.

22 Q. Text Number 23786, the second from the  
23 bottom?

24 A. Yes.

25 Q. This is your text to Mr. Gibson saying,

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 325

1 It's your building, it's your desk, you can do

2 with it as you please, correct?

3 A. Yes.

4 Q. And Mr. Gibson responded and said, Don't  
5 be butthurt. This is the guy that jokes with our  
6 female paralegal about needing a handjob in front  
7 of the CEO, right? No disrespect was meant, but  
8 you know that already. And that text was sent  
9 five hours before we shot in your office. You are  
10 probably the only First Amendment attorney in the  
11 biz to have a hot scene filmed in his office.

12 Do you see that?

13 A. I do.

14 Q. Mr. Gibson used the word "butthurt" in  
15 his text response to you, correct?

16 A. Correct.

17 Q. Can you go back to 310, which is your  
18 Charge of Discrimination?

19 A. Okay.

20 Q. Under Sexual Harassment on Page 2.

21 A. Yes.

22 Q. The last sentence, you wrote, To my  
23 surprise, Gibson offered no apology for violating  
24 my workspace; instead he made yet another  
25 embarrassing comment suggesting that I not be, and



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 326

1 you put the word "butthurt" in quotes, about the  
2 incident, correct?

3 A. Correct.

4 Q. Now, you aren't really embarrassed by the  
5 use of the term "butthurt," correct?

6 A. When it is used to be dismissive about  
7 something that I care about, I find it  
8 embarrassing. But the mere word itself, no.

9 Q. That's a word that you use, correct?

10 A. Sure.

11 Q. Can I have you turn to Exhibit 302?

12 A. Okay. I'm there.

13 Q. Exhibit 302, Mr. Randazza, is the Amended  
14 Arbitration Claims you filed in this matter,  
15 correct?

16 A. Correct.

17 Q. Can you please turn to Page 29 of your  
18 Amended Arbitration Demand?

19 A. Okay. I'm there.

20 Q. Can you please read Paragraph 120 and the  
21 first sentence of 121?

22 A. On April 22nd, Mr. Gibson ordered Corbin  
23 Fisher employees and contractors to engage in  
24 sexual acts in Mr. Randazza's office and on his  
25 desk. Corbin Fisher employees filmed this

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 327

1 interaction, which was released on one of Corbin  
2 Fisher's Websites as a pornographic scene for  
3 viewing download and/or purchase. Mr. Gibson  
4 informed Mr. Randazza after the fact that he had  
5 done so via text message. That text message  
6 alluded to Mr. Randazza's wife's "bush."

7 Q. That's it. You can stop there.

8 A. Oh, okay.

9 Q. So in your Charge you said Mr. Gibson  
10 texted you to alert you to the filming on or about  
11 April 1st, and in your arbitration demand you say  
12 he texted you to alert you after the fact of the  
13 filming, correct?

14 A. Correct.

15 Q. Neither of those are true, though,  
16 correct?

17 A. He did let me know after the fact.

18 Q. But he first alerted you before the  
19 filming took place, correct?

20 A. I don't believe so. The text message  
21 didn't suggest that.

22 Q. The text message that says he's filming  
23 gay porn in your office?

24 A. That sounds to me like it's happening  
25 right now.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 328

1 Q. Well, certainly wasn't after the fact  
2 that he texted you, as you put down in your  
3 arbitration demand, correct?

4 A. I don't know exactly what time he filmed  
5 the scene and what time he told me. I mean, I do  
6 know -- we do know what time he told me, but I  
7 don't know if there is any record of what time the  
8 scene was actually filmed.

9 Q. Right. So you don't know whether it's  
10 accurate that he -- what you said in your  
11 arbitration demand, that he texted you after the  
12 fact?

13 A. The text message suggests to me that it  
14 happened after it commenced. Perhaps he wasn't  
15 done.

16 Q. Can you please turn to Page 11,  
17 Paragraph 39?

18 A. Sure.

19 Q. Can you read the first sentence of  
20 Paragraph 39?

21 A. Consistent with the above, in April 2012,  
22 without Mr. Randazza's knowledge or consent,  
23 Mr. Gibson directed Excelsior employees to perform  
24 sex acts in Mr. Randazza's personal office, on his  
25 desk, and on top of photos of his wife and toddler

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 329

1 children.

2 Q. You're aware that Excelsior produced in  
3 discovery the video and still photos that were  
4 taken in your office on April 22nd, 2012, correct?

5 A. I am aware of that.

6 Q. And you reviewed the photographs and part  
7 of the video that showed your desk at your  
8 deposition, correct?

9 A. Correct.

10 Q. Your allegations that sex acts were  
11 performed on top of photos of your wife and  
12 toddler children is not true, correct?

13 A. I would not say that.

14 Q. You have viewed either video footage or  
15 still photographs of people having sexual --  
16 engaged in sexual acts on top of photos of your  
17 toddler children and wife?

18 A. The photos were beneath the parties,  
19 based on where I found them.

20 Q. I thought you testified they were  
21 scattered to the side --

22 A. Yes.

23 Q. -- on direct.

24 So when they were beneath the parties,  
25 what does that mean? Where were they?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 330

1           A.    I don't know where they were during all  
2   of the filming.

3           Q.    So you don't have any basis to make this  
4   allegation that people had sex on top of pictures  
5   of your wife and kids, right?

6           A.    That is inaccurate.

7           Q.    So what's your basis, then, for making  
8   that allegation?

9           A.    I found the photos scattered on the floor  
10   as if they had been pushed off the desk during  
11   whatever tryst took place on my desk, and then  
12   thereafter, based on where they were, if you look  
13   at the whole scene. It's not inaccurate to say  
14   that they were above photos of my wife and kids.

15          Q.    So you have looked at the whole scene  
16   that was filmed?

17          A.    I don't know if I've watched it end to  
18   end, but I forwarded through parts that were  
19   either irrelevant or not that -- that I didn't  
20   want to continue watching.

21          Q.    And you've never actually seen any photos  
22   or video where people are having sex on top of  
23   your wife and kids' pictures, correct?

24          A.    That would not be an accurate  
25   characterization of what I just said.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 331

1 Q. Can we go back to your deposition

2 transcript?

3 A. Sure.

4 Q. Page 69.

5 A. Yes.

6 Q. I'm going to read from Page 69 --

7 A. Yes.

8 Q. -- lines 13 to 16.

9 A. Yes.

10 Q. Question: But you've never actually seen

11 any photos or videos where people are having sex

12 on top of your wife or your kids' pictures,

13 correct?

14 No.

15 And you do -- you do recall looking at

16 the still photos that were taken in your office?

17 I recall seeing some stills.

18 Okay. In those still photos, no one is

19 having sex on top of pictures of your wife and

20 kids in those pictures, correct?

21 I'm sorry. I honestly cannot recall any

22 particular details about the photos.

23 I'm sorry. I must have mismarked that

24 cite, so I'll look at it the during a break to

25 clear that up.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 332

1 A. Okay.

2 Q. Isn't it true, Mr. Randazza, that part of  
3 your strategy in this case was to include  
4 allegations of an inflammatory sexual nature to  
5 foster fear into Mr. Gibson or the company so they  
6 wouldn't make your dispute with it public?

7 MR. WHITE: I'm going to object to the  
8 extent that talking about strategy would require  
9 him to reveal attorney/client communications.  
10 Otherwise, I won't object.

11 ARBITRATOR HABERFELD: Do you want to  
12 rephrase, or do you want to stand on the question  
13 as phrased?

14 MS. KRINCEK: Well, I'll try to rephrase.

15 BY MS. KRINCEK:

16 Q. You're including allegations of an  
17 inflammatory sexual nature because you didn't want  
18 the company to make your dispute with it public,  
19 that's the reason that you put in the sexual  
20 allegations, correct?

21 A. There is no accuracy to that statement  
22 whatsoever.

23 Q. Do you know who Chip Carter is?

24 A. Yes.

25 Q. His real name is John Thurston Carter,

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 333

1 correct?

2 A. I didn't know his middle name is  
3 Thurston.

4 Q. You told Mr. Carter that Jason not  
5 wanting the sexual harassment stuff out there was  
6 a fear you tried to foster, correct?

7 A. I don't recall telling him that.

8 MR. WHITE: I would like to get the  
9 deposition transcript of Chip Carter, and I'm  
10 going to use an exhibit from that.

11 If you can get that for the arbitrator.

12 And it is Exhibit 89.

13 MR. WHITEHEAD: I'm sorry?

14 MR. WHITE: Chip Carter.

15 ARBITRATOR HABERFELD: Mr. Thomas, can I  
16 ask you to come to assist in finding that exhibit  
17 for me. You probably know where it is faster than  
18 I can find it.

19 MS. KRINCEK: It's in the QUIVX Bates  
20 stamped documents.

21 ARBITRATOR HABERFELD: Will you give as a  
22 page number?

23 MS. KRINCEK: Sure. 2006 -- 2016 to  
24 2000 --

25 ARBITRATOR HABERFELD: I think we're



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 334

1 almost there. We have it.

2 THE WITNESS: Exhibit 89?

3 BY MS. KRINCEK:

4 Q. Exhibit 89, QUIVX2016 --

5 A. Okay.

6 Q. -- to 2017.

7 And let me have --

8 A. I'm sorry. Which Bates numbers should I  
9 be looking at?

10 Q. Start on 2016.

11 A. Okay. Okay. I'm there.

12 Q. And near the bottom, the first one, the  
13 first text that I'm going to refer to is the fifth  
14 from the bottom.

15 Do you think he may have sent it to XBIZ,  
16 AVN, or my other clients?

17 Do you see that?

18 A. I do.

19 Q. So this is a text exchange that you are  
20 having with Mr. Carter after Mr. Carter has  
21 provided you with a copy of the Bar complaint?

22 A. Okay.

23 Q. So you text Mr. Carter, and you say, Do  
24 you think he may have sent it to XBIZ, AVN or my  
25 other clients, correct?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 335

1 A. Yes.

2 Q. And then Mr. Carter's response is the  
3 very last one on the page according to the phone  
4 numbers, he says, No, just the Bar, I think. I'm  
5 not sending press out --

6 A. Okay.

7 Q. -- I asked.

8 And then on the following page, 2017,  
9 your response is, Wow. So there is a line of  
10 decency.

11 Do you see that?

12 A. Yes.

13 Q. And Chip responded -- or, I'm sorry. And  
14 you responded, Or are they afraid of the negative  
15 PR if the public sees the bullshit.

16 Do you see that?

17 A. Yes.

18 Q. And Chip responded, Oh, no. It just  
19 raises too many questions, and he doesn't want the  
20 sexual harassment stuff out there. And you  
21 responded, Yep, a fear I tried to foster, correct?

22 A. Yes.

23 Q. Now, going back to your Amended  
24 Arbitration Demand, you also stated in  
25 Paragraph 39 of that that Mr. Gibson directed

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 336

1 Excelsior employees to perform the sex acts filmed  
2 in your office?

3 A. I'm sorry. Can you --

4 Q. You don't have to read it. I --

5 A. Okay.

6 Q. But in that paragraph, you allege that  
7 Mr. Gibson directed the Excelsior employees to  
8 perform the sex acts filmed in your office?

9 If you would like to go back and  
10 reference that paragraph to confirm that, I'm  
11 happy to give you the opportunity to do that.

12 A. Okay.

13 Q. It's Paragraph 39 on Page 11 of  
14 Exhibit 302.

15 A. 39, Page 11.

16 Q. Paragraph 39.

17 A. Okay. Okay. I'm there.

18 Q. You allege that Mr. Gibson directed  
19 Excelsior employees to perform the sex acts filmed  
20 in your office, correct?

21 A. Yes.

22 Q. You don't know who the individuals were  
23 that were filmed in your office that day, correct?

24 A. You mean who the actors were?

25 Q. Correct.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 337

1           A.    I couldn't tell you exactly who the  
2   actors are.

3           Q.    And you don't know whether or not they  
4   were employees of Excelsior, correct?

5           A.    As opposed to independent contractors?

6           Q.    Correct.

7           A.    No, I don't have any knowledge of their  
8   employment status.

9           Q.    You did -- you reviewed your arbitration  
10   demand before it was served; is that fair?

11          A.    Yes.

12          Q.    Do you have any firsthand knowledge  
13   whether it was Mr. Gibson or someone else, like  
14   Aaron Anderson, that picked your office to film  
15   that day?

16          A.    I'm basing my knowledge on Mr. Gibson's  
17   text message that says, I'm filming porn in your  
18   office.

19          Q.    Now, on direct testimony yesterday, it  
20   seemed that you were indicating that even though  
21   you didn't see any evidence of fluids on your  
22   leather desk personally, that you were offended  
23   that fluids might have been present on your  
24   leather desk, which I believe you described as  
25   porous, correct?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 338

1 A. Correct.

2 Q. At one time you had in your home that you  
3 resided in with your wife and children a couch  
4 that Liberty Media had used in pornographic  
5 scenes, correct?

6 A. Yes.

7 Q. And you had boasted to people that the  
8 couch had been used in porn scenes, correct?

9 A. Yes.

10 Q. And would it be crazy to think that some  
11 fluids might have made it onto the couch when  
12 Liberty Media -- when Liberty Media used that  
13 couch for filming?

14 A. I'm sure it happened at some point in its  
15 history.

16 Q. Yet you still found it suitable to put in  
17 your personal residence, correct?

18 A. Yes.

19 Q. Can you turn to Exhibit 315?

20 A. Yep. Okay.

21 Q. Exhibit 315, Mr. Randazza, is an e-mail  
22 you sent to Jason Gibson and Andrew Rasmus on  
23 November 28th of 2009, correct?

24 A. Correct.

25 Q. And the attached photo is a picture of

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 339

1 your wife on that couch?

2 A. Yep.

3 Q. Correct?

4 A. Yes.

5 Q. This is Exhibit 315.

6 A. Yes.

7 Q. You were comfortable sharing a photo of  
8 this nature with Mr. Gibson --

9 A. Yes.

10 Q. -- of your wife, you being a straight  
11 male, fair?

12 A. Yes.

13 Q. Is it true that you invited Liberty Media  
14 to film in your own personal residence?

15 A. I told them that if they needed a  
16 location, they were welcome to use portions of my  
17 house.

18 ARBITRATOR HABERFELD: What was the  
19 answer, please, Ms. Reporter?

20 (Whereupon, the pertinent part of the record  
21 was read back by the court reporter.)

22 ARBITRATOR HABERFELD: "Them," who is  
23 "them"?

24 THE WITNESS: Liberty Media.

25 ARBITRATOR HABERFELD: Liberty Media?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 340

1 THE WITNESS: Yes.

2 ARBITRATOR HABERFELD: Who, people?

3 THE WITNESS: I'm sorry?

4 ARBITRATOR HABERFELD: Could you identify  
5 the people you said that to?

6 THE WITNESS: Oh, I'm sure that I said  
7 that to Jason.

8 ARBITRATOR HABERFELD: Okay.

9 BY MS. KRINCEK:

10 Q. You probably said it to other people,  
11 too?

12 A. Probably.

13 Q. I want to turn to talking about the  
14 incident that occurred on August 9th, 2012 in the  
15 car ride that you talked about earlier that  
16 followed a company sponsored houseboat outing to  
17 Lake Mead during the day, correct?

18 A. Correct.

19 Q. Do you recall that employees were  
20 permitted to bring their families on that outing?

21 A. Yes.

22 Q. Do you recall that Henry Leonard, the  
23 CFO, brought his children?

24 A. I don't have any particular recollection  
25 of that.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 341

1 Q. Let me have you go back to your Charge of  
2 Discrimination, which is 310.

3 A. Okay.

4 Q. And the third page of your Charge of  
5 Discrimination --

6 A. Okay.

7 Q. -- you say, On August 9th, 2012, Gibson  
8 insisted that I attend a party with him and other  
9 members of the staff. After the event, Gibson  
10 directed that I take him and another employee to  
11 the airport.

12 Do you see that?

13 A. Yes.

14 Q. You weren't taking anyone to the airport  
15 that day, correct?

16 A. No. That is completely erroneous.

17 Q. And you offered to drive Mr. Gibson back  
18 to the office?

19 A. Yes, that's true.

20 Q. Mr. Gibson didn't direct that you take  
21 him, you offered?

22 A. I did, yes.

23 Q. And Cameron Frost and David McCoig were  
24 also in the car, correct?

25 A. They were.



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 342

1 Q. Mr. Frost sat in the front passenger's  
2 seat, correct?

3 A. He did.

4 Q. You were obviously in the driver's seat?

5 A. Correct.

6 Q. Mr. Gibson and Mr. McCoig sat in the  
7 backseat, correct?

8 A. Correct.

9 Q. And there was a five-point harness child  
10 seat in the backseat, as well, correct?

11 A. Correct.

12 Q. And my understanding is that was  
13 positioned behind the passenger's seat, correct?

14 A. Correct.

15 Q. Now, you are alleging that Mr. Gibson  
16 performed fellatio on Mr. McCoig during the ride  
17 back to the office, correct?

18 A. Correct.

19 Q. Yesterday you testified that Mr. McCoig  
20 and Mr. Gibson were side-by-side in the center and  
21 back driver's seat because you had the car seat  
22 behind the passenger's seat, correct?

23 A. Correct.

24 Q. And it was your testimony that Mr. Gibson  
25 and Mr. McCoig were in those seat positions when

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 343

1 the alleged oral sex act took place, correct?

2 A. Correct, yes.

3 Q. You are not saying that Mr. McCoig was  
4 sitting in the child car seat when the sex act  
5 took place, are you?

6 A. The blowjob itself did not occur while he  
7 was sitting in the child seat. He climbed in and  
8 out of the child seat a few times, and actually  
9 broke it.

10 Q. That's when he was throwing up?

11 A. No, that was afterwards.

12 Q. Now, in your prearbitration brief, it  
13 says that Mr. McCoig was seated in the child seat  
14 when the oral sex act occurred, and that's  
15 incorrect, right?

16 A. That is incorrect.

17 Q. Mr. McCoig on that ride to the office was  
18 very drunk, correct?

19 A. He appeared to be so.

20 Q. You had to pull over because he was  
21 throwing up, correct?

22 A. No, because he said he had to throw up,  
23 yes.

24 Q. And you asked him to hold off, and you  
25 picked the Mercedes dealership for him to throw up

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 344

1 because you had a grudge against it, correct?

2 A. That is why I stopped in that particular  
3 spot.

4 Q. And Mr. McCoig also threw up out your  
5 window a second time, correct?

6 A. He did.

7 Q. And you're aware that Mr. Gibson denies  
8 that an act of oral sex occurred in the backseat  
9 of your car, correct?

10 A. I am aware of his denial.

11 Q. And you are aware that Mr. Frost denies  
12 that an act of oral sex occurred in the backseat  
13 of your car, correct?

14 A. That's what I've been told, yes.

15 Q. While you were employed by Excelsior, you  
16 drafted company policies, correct?

17 A. Yes.

18 Q. And you were responsible for reviewing  
19 and updating the company handbook, correct?

20 A. I did work on that, yes.

21 Q. And you were familiar with the company's  
22 harassment policy, correct?

23 A. Correct.

24 Q. And as an attorney, you are familiar with  
25 the concept that employees feeling harassed can

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 345

1 file a charge with the EEOC, correct?

2 A. Correct.

3 Q. Now, you never complained while you were  
4 employed at Excelsior that you were being sexually  
5 harassed, correct?

6 A. I complained about the events to Kirk.

7 ARBITRATOR HABERFELD: Question? Let's  
8 have the question read back.

9 (Whereupon, the pertinent part of the record  
10 was read back by the court reporter.)

11 ARBITRATOR HABERFELD: Thank you.

12 BY MS. KRINCEK:

13 Q. Do you recall what specifically you said  
14 to Mr. Addison?

15 A. I don't remember what I specifically said  
16 to him.

17 Q. And as you sit here today, you are not  
18 sure what day you supposedly met with Mr. Addison,  
19 correct?

20 A. I am not sure, no.

21 Q. And you never filed a Charge of  
22 Discrimination while you were employed, correct?

23 A. Not while I was employed, no.

24 Q. I'm going to turn to a new topic, which  
25 is the TNAFlix matter that you handled for the

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 346

1 company.

2 A. Okay.

3 ARBITRATOR HABERFELD: How long do you  
4 have on that?

5 MS. KRINCEK: A fair amount of time,  
6 maybe about a half. So if it's -- now is an  
7 appropriate time to break.

8 ARBITRATOR HABERFELD: Are you signaling?  
9 I'm going to interpret that as a signal that this  
10 might be a good time for us to take our first  
11 break.

12 MS. KRINCEK: It probably is.

13 (Whereupon, a recess was taken.)

14 ARBITRATOR HABERFELD: Ms. Krincek?

15 MS. KRINCEK: Thank you.

16 BY MS. KRINCEK:

17 Q. Mr. Randazza, I'm going to move on to a  
18 new topic, which is the TNAflix matter that you  
19 handled on behalf of the company, Liberty Media.

20 A. Okay.

21 Q. In September of 2010, you filed a lawsuit  
22 on behalf of Liberty Media Holdings against  
23 TNAflix.com, correct? Does that sound right?

24 A. I can't tell you the exact date, but that  
25 sounds right.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 347

1 Q. The suit alleged copyright infringement,  
2 correct?

3 A. Correct.

4 Q. Liberty Media was the plaintiff, correct?

5 A. Correct.

6 Q. TNAFlix.com was represented by an  
7 attorney named Val Gurvits that you referenced  
8 yesterday during your testimony, correct?

9 A. Yes. I think it was also represented by  
10 Oleg Cross, and I believe Evan Fray-Witzer.

11 Q. TNAFlix was owned by an entity known as  
12 Youngtek Solutions, correct?

13 A. Yes.

14 Q. Can I have you turn to Exhibit 350?

15 A. Yes. Wait. Maybe not. Sorry. I got  
16 the wrong volume.

17 Q. It is the very last one.

18 A. I'm there.

19 Q. This Exhibit 350 is an e-mail exchange  
20 that you had with Val Gurvits and it looks like  
21 other people were copied on December 7th of 2010  
22 related to the TNAFlix matter, correct?

23 A. Correct.

24 Q. And in the bottom e-mail, which is from  
25 Mr. Gurvits to you, Mr. Gurvits says, Dear Marc, I

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 348

1 did discuss your settlement offer with my client.

2 Do you see that?

3 A. Yep.

4 Q. So it appears you had made a settlement  
5 offer on behalf of Liberty Media; is that correct?

6 A. Correct.

7 Q. And Mr. Gurvits goes on to say, Youngtek  
8 does not want to settle and is prepared to go to  
9 trial, because -- and he listed two reasons. And  
10 Reason B is, There is no way to prevent others  
11 from suing once this action is settled.

12 Do you see that?

13 A. I do.

14 Q. In the top part of Exhibit 350 is your  
15 e-mail response to Mr. Gurvits, correct?

16 A. Correct.

17 Q. And in the last paragraph you respond to  
18 Point B of Mr. Gurvits' e-mail, and you say, As  
19 far as B goes, I actually could largely prevent  
20 other plaintiffs from entering the fray -- not all  
21 possible plaintiffs, but a large portion of the  
22 adult entertainment industry could have been held  
23 back.

24 Do you see that?

25 A. Yes.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 349

1 Q. By this, Mr. Randazza, you mean you could  
2 prevent others from suing TNAflix, correct?

3 A. I wished for Val to believe that, yes.

4 Q. Can I have you now turn to Exhibit 351,  
5 which is going to be in the second volume.

6 A. Okay. Exhibit list?

7 Q. Exhibit 351.

8 A. Oh, okay. I have it, yes.

9 ARBITRATOR HABERFELD: Do I have 351?

10 MR. THOMAS: I think it may be underneath  
11 some of these other ones.

12 ARBITRATOR HABERFELD: Will we be coming  
13 back to Mr. Randazza's deposition any time soon?

14 MS. KRINCEK: I hope not, but --

15 ARBITRATOR HABERFELD: Okay. So let's  
16 put that back. Thank you.

17 I've got 351.

18 BY MS. KRINCEK:

19 Q. This is an e-mail communication from you  
20 to Mr. Gurvits on the TNAflix matter from  
21 December 16th, 2010, correct?

22 A. Correct.

23 Q. And you are making a settlement proposal  
24 to TNA for a monetary amount of \$125,000, correct?

25 A. Correct.



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 350

1 Q. Can you turn to the next exhibit,

2 Exhibit 352?

3 A. I'm there.

4 Q. And this is an e-mail from yourself to

5 Mr. Gurvits, again, regarding the TNAflix matter?

6 A. Yes, I see it.

7 Q. You say at the beginning, Val, thanks for

8 the call today.

9 So it appears Val called and made a

10 counteroffer; is that a fair assumption?

11 A. From looking at this, yes.

12 Q. And then in the next line you say,

13 Counter-counteroffer.

14 So you are making a counter to Val's

15 counteroffer, correct?

16 A. Yes.

17 Q. And your counteroffer is for a monetary

18 amount of \$50,000, correct?

19 A. Correct.

20 Q. And you have some nonmonetary demands set

21 forth in the paragraph numbered 2, correct?

22 A. Yes. What I want is them to be

23 proactive.

24 Q. And then in the next paragraph following

25 the one numbered 2, can I have you read that next

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 351

1 paragraph, As far as?

2 A. As far as conflicting me out of future  
3 cases, that will require significantly more than  
4 \$5,000. In fact, I have someone waiting in the  
5 wings with a \$50,000 retainer right now.

6 Q. So it appears Val had made an offer to  
7 conflict you out of future TNA cases for \$5,000,  
8 and you told him it will require significantly  
9 more than \$5,000, correct?

10 A. Yep, that's how every negotiation with  
11 Val usually went.

12 Q. Now, in the next paragraph you say,  
13 Naturally, I'm in a strange ethical bind, as your  
14 offer to conflict me out of future cases against  
15 your client is something that would benefit my  
16 current client. Accordingly, I would be willing  
17 to be conflicted out of cases against TNA, but  
18 that 5K figure has to come up, correct?

19 A. Correct.

20 Q. Did you ever receive written consent from  
21 Liberty to negotiate for a monetary payment to  
22 yourself in connection with the TNA dispute?

23 A. No.

24 Q. Can you turn to the next exhibit,  
25 Exhibit 353?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 352

1 A. Okay. Yes, I see it.

2 Q. And this is further e-mail communication  
3 between yourself and Mr. Gurvits related to the  
4 TNAFlix matter, correct?

5 A. Yes.

6 Q. Can you read your e-mail from Mr. Gurvits  
7 into the record?

8 A. I have a strange development in the TNA  
9 matter. It is actually tangential to it. Another  
10 client of mine asked me if I knew anyone at TNA,  
11 because they want to purchase the site. I think  
12 they are talking about mid seven figures.

13 This puts me in a weird position, I  
14 think. But, I believe that if TNA is interested  
15 in such discussions, that I can orchestrate an  
16 ethical way for us to manage that. May as well  
17 ask them if they would have an interest. If so,  
18 you and I can figure out how to ethically work on  
19 such a transaction. I'd imagine that you  
20 personally could earn a shitload more money for a  
21 broker fee than you'd earn litigating this case,  
22 and me, as well.

23 Q. You do not have any specific recollection  
24 of informing Liberty, either orally or in writing,  
25 that you were going to propose acting as a broker

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 353

1 on that potential transaction, the sale of

2 TNAFlix, correct?

3 A. I have no record of that.

4 Q. And you are not aware of any --

5 ARBITRATOR HABERFELD: What's the  
6 question? Read the question again, Ms. Reporter.

7 (Whereupon, the pertinent part of the record  
8 was read back by the court reporter.)

9 ARBITRATOR HABERFELD: Do you have a  
10 recollection of that, Mr. Randazza?

11 THE WITNESS: I don't have any specific  
12 recollection of that.

13 BY MS. KRINCEK:

14 Q. And you are not aware of any writings  
15 where you disclosed to Liberty that you were going  
16 to make an overture to Mr. Gurvits about a client  
17 of yours being interested in purchasing TNAFlix,  
18 correct?

19 A. No.

20 Q. And you don't have a recollection of  
21 orally informing Liberty that you were going to  
22 make an overture to Mr. Gurvits about you having a  
23 client interested in purchasing TNAFlix, correct?

24 A. Correct.

25 Q. Now, the statement that you had another

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 354

1 client interested in purchasing TNAflix that you  
2 made to Mr. Gurvits in this e-mail communication,  
3 you've testified that that was not a true  
4 statement, correct?

5 A. No, I never had a buyer.

6 Q. Is it your testimony that  
7 misrepresentation about having an interested buyer  
8 was part of your negotiation strategy?

9 A. With Val, yes.

10 Q. I'm going to have you turn to  
11 Exhibit 354.

12 A. Yeah.

13 Q. This is additional e-mail communication  
14 that you and Mr. Gurvits had on December 30th, so  
15 you can see the bottom portion of the e-mail on  
16 Exhibit 354 is the one that we just looked at as  
17 353.

18 Do you see that?

19 A. Yes.

20 Q. And Mr. Gurvits e-mailed you back and  
21 said, That is an interesting development. I will  
22 e-mail my client, correct?

23 A. Yes.

24 Q. And you respond to Mr. Gurvits that same  
25 day, and you say, Bizarre to say the least. Happy

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 355

1 New Year to you, too. Here's how I think we can  
2 do it -- and I think I have more ethical pitfalls  
3 than you. I'd have to reveal to Liberty that this  
4 was going on, and I think that a settlement with  
5 CF would have to be part of the deal. But, I  
6 think that we could do it so that the settlement  
7 would be paid only after the sale so that there  
8 was no suspicion on Youngtek's part that this was  
9 any sleight of hand on my part to just get Liberty  
10 a settlement, correct?

11 A. Yep.

12 Q. You're proposing the settlement and sale  
13 of TNAFlix be tied together, correct?

14 A. As one possible outcome, yes.

15 Q. Can I have you turn to Exhibit 356?

16 A. Okay.

17 Q. I'm going to have you turn to Page 3 of  
18 that e-mail communication. It's Bates stamped,  
19 for the record, EMC1362?

20 A. I'm there.

21 Q. Now, we just looked at the December 22nd  
22 e-mail exchange between you and Mr. Gurvits where  
23 you told -- or, I'm sorry. We didn't just look  
24 at, but earlier we looked at the December 22nd  
25 e-mail exchange where you told Mr. Gurvits it was

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 356

1 going to require significantly more than the  
2 \$5,000 to conflict you out of future cases, and  
3 that was Exhibit 352.

4 Do you recall that?

5 A. Uh-huh.

6 Q. And we just looked at Exhibit 356, around  
7 January 11th of 2011.

8 I'm sorry. Let me have you, instead, go  
9 to about two-thirds of the way down on EMC1362.  
10 On January 11th, 2011, Mr. Gurvits e-mails you,  
11 and says, By the way, there seems to be a lot of  
12 interest on my client's side to sell.

13 How do we explore this possibility?

14 A. Yes.

15 Q. And then you responded, and you said,  
16 Name price. Lawyers split a 15 percent broker  
17 fee. I'll call potential buyer?

18 A. Yep.

19 Q. And then Mr. Gurvits responds to your  
20 e-mail and says, I will ask, but without having  
21 some indication of what the buyer is thinking, I  
22 suspect the asking price will be a gazillion  
23 dollars. You mentioned mid seven digits. Do you  
24 think the buyer will pay 5MM.

25 Does that mean \$5 million?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 357

1 A. That's how I understood it.

2 Q. And then you respond to Mr. Gurvits and  
3 say, I can ask, if that's a real number. If I ask  
4 the seller and TNA comes back saying six mil, the  
5 buyer will tell me to screw off, correct?

6 A. Correct.

7 Q. And then Mr. Gurvits responds and says,  
8 Okay. I will ask TNA. I am sure they will want  
9 to start high. Doesn't everyone? Will let you  
10 know. 7.5 percent of anything in that ballpark is  
11 just fine with me.

12 A. Uh-huh.

13 Q. And then you respond to him, and you say,  
14 Of course it is. And I presume that your client  
15 doesn't mind paying out 15 percent to us to put  
16 the deal together. And to make the deal go  
17 smoothly, we are going to need to kill off the  
18 case.

19 Do you see that?

20 A. Yep.

21 Q. And that's referring to the TNAFlix and  
22 Liberty Media dispute, correct?

23 A. Uh-huh.

24 MR. WHITE: Your Honor, may I  
25 respectfully ask my client to say yes and no,



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 358

1       instead of uh-huh.

2                   THE WITNESS:   Sorry.

3                   ARBITRATOR HABERFELD:   Done.

4       BY MS. KRINCEK:

5           Q.     Can I have you turn -- if I could just  
6       have a moment.   I misnumbered an exhibit that I  
7       need to find.

8                   Can I have you turn to Exhibit 356?

9           A.     Okay.   I'm there.

10          Q.     And now I want to go to the first page of  
11       356.

12          A.     Okay.

13          Q.     Near the bottom, at 7:29 p.m., Val  
14       Gurvits e-mailed you and said, I don't want to  
15       muddy the waters with a possible sale.   If the  
16       case can be settled, we should settle it without  
17       reference to the sale.

18                  Do you see that?

19          A.     Yes.

20          Q.     So Val was telling you that the two  
21       things shouldn't be tied together, the settlement  
22       and the potential sale of TNAFlix, correct?

23          A.     Yep, yes.

24          Q.     And then he also communicates to you in  
25       this e-mail that TNAFlix is not going to go above

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 359

1 50,000?

2 A. Correct.

3 Q. And the top portion of this e-mail is  
4 your response to Mr. Gurvits that same day,  
5 January 11th, 2011, correct?

6 A. Correct.

7 Q. And you respond with a four-pronged  
8 settlement proposal --

9 A. Uh-huh.

10 Q. -- correct?

11 A. Yes, I did.

12 Q. And you lay out Numbers 1 through 4, and  
13 then you say, Keeping me completely out of the TNA  
14 game is a little more complicated.

15 Can you read the following paragraph?

16 A. If your client wants me -- wants to keep  
17 me personally out of the TNA game, then I think  
18 there needs to be a little gravy for me. And it  
19 has to be more than the \$5,000 we were talking  
20 about before. I'm looking at the cost of at least  
21 a new Carrera in retainer deposits after  
22 circulating around the adult entertainment expo  
23 this week. I'm going to want at least used BMW  
24 money.

25 Q. And then you say, In order to conflict me

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 360

1 out of future matters, you suggest this, and then  
2 you make a proposal where Val's firm retains you  
3 of counsel, you get paid \$5,000 per month for six  
4 months paid to you from Val, and then you presume  
5 that TNAflix will reimburse you, correct?

6 A. Yes.

7 Q. Was it your position that this  
8 communication was just more settlement negotiation  
9 strategy on your part?

10 A. It was feeling Val out to see just how  
11 much he was lying to me.

12 Q. Can I have you turn to Exhibit 372?

13 A. Yep.

14 ARBITRATOR HABERFELD: Number again,  
15 please?

16 MS. KRINCEK: 372.

17 ARBITRATOR HABERFELD: Thank you.

18 BY MS. KRINCEK:

19 Q. Exhibit 372, Mr. Randazza, is the  
20 response that was submitted to the Florida Bar  
21 dated June 13th, 2013, correct?

22 A. Correct.

23 Q. And that was submitted on your behalf in  
24 response to a Bar complaint that was filed by  
25 Excelsior Media, correct?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 361

1 A. That is correct.

2 Q. Would it surprise you to learn that  
3 Excelsior did not produce -- had not produced in  
4 discovery in this matter the TNAFlix e-mails  
5 between you and Mr. Gurvits we just went through  
6 prior to the date of this response?

7 MR. WHITE: I'm sorry. Can I ask that  
8 question to be read back?

9 MS. KRINCEK: It was messy. Let me reask  
10 it.

11 BY MS. KRINCEK:

12 Q. Would it surprise you, Marc, to know that  
13 Excelsior had not produced in discovery these  
14 e-mails that we just looked at between yourself  
15 and Mr. Gurvits in the TNA matter, you didn't have  
16 that production from us when this Bar response was  
17 sent?

18 A. I don't understand. I didn't have those  
19 e-mails before this was sent?

20 Q. Correct. We didn't produce them to you  
21 as of June. They were produced in July of 2013.

22 Do you have any reason to dispute that?

23 A. I have no record of -- in front of me of  
24 when I -- when you produced them, but they were  
25 from my account.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 362

1 Q. Can I have you turn to Page 2?

2 A. I'm there.

3 Q. The last complete paragraph on that page,  
4 this relates to the TNAFlix matter, it starts off,  
5 In Randazza's first interaction.

6 Can you read that paragraph that you  
7 reported to the Florida State Bar?

8 A. In Randazza's first interaction with this  
9 attorney, Val Gurvits, Gurvits offered Randazza  
10 similar payment. Randazza informed Gibson that  
11 Gurvits had offered Randazza that payment, and  
12 Gibson asked what it meant. Randazza explained to  
13 him essentially that he wanted to bribe Randazza  
14 to never sue his client again. This is in a case  
15 against TNAFlix.com. Gibson actually encouraged  
16 Randazza to take it if this would facilitate the  
17 settlement with TNAFlix. However, Randazza  
18 explained to both Mr. Gurvits and Gibson that  
19 Randazza would not accept payment in exchange for  
20 a limitation on who he could represent, nor  
21 represent in the future. No payment in the  
22 TNAFlix was made to Randazza.

23 Q. So I'm interested, in particular, in the  
24 second to last sentence, However, Mr. -- However,  
25 Randazza explained to both Mr. Gurvits and Gibson

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 363

1 that Randazza would not accept payment in exchange  
2 for a limitation on who Randazza could represent  
3 or not represent in the future.

4 A. Yes.

5 Q. Now, when Mr. Gurvits made the \$5,000  
6 overture to you to conflict you out of TNAFlix  
7 cases, you responded by telling him it was going  
8 to take significantly more than that.

9 We looked at that e-mail, right?

10 A. Right.

11 Q. And then after that, you told him it was  
12 going to -- there was going to have to be some  
13 gravy in it for you, and after shopping around the  
14 industry event, that you were looking at used BMW  
15 money, correct?

16 A. Correct.

17 Q. Yet here you represent to the Bar that  
18 when Mr. Gurvits approached you with the bribe,  
19 you explained to Mr. Gurvits that you would not  
20 accept a payment in exchange for a limitation?

21 A. Yes. I have e-mails with him to that  
22 effect.

23 Q. That e-mail occurred later, correct?

24 A. I don't recall the exact sequence.

25 Q. Okay.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 364

1 ARBITRATOR HABERFELD: Is that e-mail in  
2 evidence?

3 MS. KRINCEK: It will be now.

4 BY MS. KRINCEK:

5 Q. Exhibit 357.

6 A. Okay. I'm there.

7 Q. Exhibit 357, Mr. Randazza, is an e-mail  
8 exchange between you and Val on January 12th of  
9 2011, correct?

10 A. Yes.

11 Q. And so the prior e-mail that we looked  
12 at, Exhibit 356, about the used BMW money was from  
13 January 11th. This one is the following day on  
14 January 12th.

15 You tell Mr. Gurvits you did a little  
16 research, and you are sorry, but you can't see in  
17 light of this research how you could ethically  
18 enter into an agreement to limit my practice,  
19 correct?

20 A. Correct.

21 Q. And then you even attached a link to, and  
22 it looks like an ABA article on the topic there,  
23 correct?

24 A. Yes.

25 Q. And then near the bottom, you say, Here's

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 365

1     how I think it needs to go down: 1, We settle  
2     with CF; 2, They can find a way, and you  
3     asterisked this word "afterward" to engage me.

4             Do you see that?

5             A.    Yes.

6             Q.    And then in the top, it doesn't look like  
7     Mr. Gurvits has any intervening response, but you  
8     e-mail him again, and say, Here is more research  
9     on it, and you attach a link to, it appears,  
10    another article, which I believe we have attached,  
11    correct?

12            A.    Yes.

13            Q.    And you reiterate here, you said, Like I  
14    said below, if TNA wants to hire me, in asterisks,  
15    after the settlement on terms that we discuss, in  
16    asterisks, after settlement, then my phone line  
17    will be open. However, it seems that if we place  
18    any part of a, quote, buyoff as a condition of  
19    settlement, then all four of us could wind up in  
20    Bar trouble. I'm certainly not risking it,  
21    correct?

22            A.    Correct.

23            Q.    Could I have you turn to Exhibit 358?

24            A.    Okay.

25            Q.    And let's start on the second page, which



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 366

1 is EMC1401.

2 A. Okay.

3 Q. Mr. Gurvits is responding on  
4 January 20th, 2011 to the four-pronged settlement  
5 offer that you made on behalf of Liberty Media  
6 previously, correct?

7 A. Yes. You mean at the very bottom,  
8 10:32 a.m.?

9 Q. Correct.

10 A. Okay.

11 MR. WHITE: I'm sorry. May I ask what  
12 Bates stamp you are looking at?

13 THE WITNESS: EMC001401.

14 BY MR. WHITE:

15 Q. Mr. Gurvits tells you that TNAflix will  
16 pay \$50,000 to Liberty?

17 A. Yes.

18 Q. And then you respond to Val, and you  
19 explain something about the position of his  
20 directors in your follow-up e-mail to him, and  
21 appears to me that you are -- in your response,  
22 you are trying to position Liberty to get more  
23 than \$50,000, correct?

24 A. That's what the e-mails look like.

25 Q. And if you turn to the first page,

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 367

1 EMC1400, of Exhibit 358, at the bottom, Val  
2 Gurvits responds to you, and part of what he says  
3 is, As I said before, 50,000 was acceptable before  
4 Xmas, and if it was acceptable on January 11th,  
5 then it should be acceptable now. If the deal is  
6 off, I can only say thanks on behalf of my  
7 college-bound kids.

8 Do you see that?

9 A. I do.

10 Q. And then you respond to him, and you say,  
11 They will go to a way better college if we can  
12 broker a sale, correct?

13 A. Correct.

14 Q. And Mr. Gurvits says, Agreed, but I am  
15 concerned about ethical issues that arise if these  
16 two things are connected, so let's finish this  
17 case one way or another and then move onto the  
18 sales, correct?

19 A. Uh-huh, yes.

20 Q. And then you respond, and you say, Of  
21 course they can't be connected, but I wouldn't be  
22 so cavalier about saying 50,000, take it or leave  
23 it, with that plane flying around.

24 Do you see that?

25 A. I do.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 368

1 Q. And that plane flying around is the  
2 prospect of earning a 7.5 percent broker fee on a  
3 potentially \$5 million sale of TNAFlix?

4 A. That's what I'm trying to infer to Val,  
5 yes.

6 Q. That's a pretty strong incentive for Val  
7 to try and get the case settled, a prospect of  
8 earning a broker fee on the sale, that's why you  
9 are using it, correct?

10 A. I'm trying to get Val to get that number  
11 up between -- from 50 to \$70,000. Although I do  
12 recall at the time, I had been told to settle this  
13 case for 40 -- 40 or \$45,000.

14 Q. Can you turn to Exhibit 359?

15 A. Okay. I'm there.

16 Q. On January 26th, there's an e-mail from  
17 Val to yourself, and he says, Marc, Attached is  
18 the draft of the settlement agreement and the  
19 joint motion to dismiss.

20 Do you see that?

21 A. I do see it.

22 Q. So Val forwarded to you a draft  
23 settlement agreement on the TNAFlix/Liberty Media  
24 dispute, correct?

25 A. Correct.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 369

1 Q. Now, it's your position in this  
2 arbitration that your proposal to Val to be paid  
3 \$30,000 to not sue TNAFlix in the future wasn't a  
4 sincere proposal, but a negotiation strategy,  
5 correct?

6 A. I never -- yes, I never expected it to go  
7 through, and it didn't.

8 Q. And you never expected to broker the sale  
9 of TNAFlix and make a seven and a half percent  
10 commission; that's negotiation strategy, also,  
11 correct?

12 A. Well, I did think there was an outside  
13 chance it could happen, and, frankly, if it had  
14 happened, I think you might have seen in one of  
15 the earlier e-mails, that would have caused the  
16 settlement amount to elevate to \$100,000.

17 But my real belief was it wasn't going to  
18 happen.

19 Q. If the true goal of these negotiation  
20 strategies was to get Liberty more settlement  
21 money, and you're only pretending you're  
22 interested in brokering the sale and being  
23 conflicted out of TNAFlix, why even insert  
24 yourself into the deal at all? For example, the  
25 broker deal, why not just tell Val he can take the

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 370

1 whole 15 percent broker commission on the deal to  
2 give him more incentive to resolve the case?

3 A. Because when you play chess with Val, you  
4 need to know how to play chess with Val.

5 Q. So you don't think it would have been a  
6 more effective strategy had you put more, quote,  
7 gravy out there for him?

8 A. I don't think Val would have believed it,  
9 and, you know, I'm not going to say that I didn't  
10 think there was hypothetically the possibility  
11 that this could happen, but I don't think it  
12 raised beyond hypothetical.

13 Q. So Val sends you the draft settlement  
14 agreement on January 26th of 2011, correct?

15 A. That looks like it, yes.

16 Q. And if you turn to the next exhibit,  
17 Exhibit 360.

18 A. Yes.

19 Q. On February 1st of 2011, you send to Val,  
20 the subject matter of this e-mail is Signed Sealed  
21 Delivered.

22 Do you see that?

23 A. I do.

24 Q. You send back to Val the settlement  
25 agreement signed on behalf of Liberty Media,

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 371

1 correct?

2 A. Yes, I do.

3 Q. And the settlement provides for \$50,000  
4 to be paid to Liberty?

5 A. Yes.

6 Q. Correct?

7 A. Yes.

8 Q. So the settlement negotiations are over,  
9 you've got a deal on TNAFlix at this point, right?

10 A. Yes.

11 Q. Can you turn to Exhibit 361?

12 A. I'm there.

13 Q. This is an e-mail exchange between  
14 yourself and Val Gurvits, correct?

15 A. Correct.

16 Q. And it's on February 2nd, 2011, so after  
17 the settlement agreement has been signed by  
18 Liberty, correct?

19 A. Correct.

20 Q. And the bottom e-mail, the first one on  
21 this e-mail exchange between you and Val,  
22 February 2nd, it appears an evening e-mail to Val,  
23 Subject, TNA.

24 And what did you say to him?

25 A. Are you saying on 361?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 372

1 Q. 361.

2 A. Yeah. And you're working on a broker  
3 agreement that reflects you and me as the brokers  
4 for sale, 15 percent commission split, seven and a  
5 half for each of us.

6 Q. Your first e-mail that day was down at  
7 the bottom. So how should we proceed? Do they  
8 want a retainer letter from me? Correct?

9 A. Correct.

10 Q. And Val responded, he said, I think so.  
11 I will e-mail them and confirm, correct?

12 A. Correct.

13 Q. And then you said to Val, Okay, and we're  
14 working on a broker agreement that reflects you  
15 and me as the broker for sale, 15 percent  
16 commission split 7.5 percent for each of us,  
17 correct?

18 A. Correct.

19 Q. So you are coordinating with Mr. Gurvits  
20 how to finalize your hypothetical overtures to  
21 serve as broker and to take payment to be  
22 conflicted out, correct?

23 A. Not to be conflicted out, to -- if this  
24 had happened, which I still thought, like I said,  
25 was hypothetical, it would have to be formalized.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 373

1 Q. And the next exhibit, Mr. Randazza, 362.

2 A. Yes.

3 Q. That's an e-mail from February 11th from  
4 you to Mr. Gurvits. Exhibit 362.

5 And you say, Val, can you get this  
6 executed, correct?

7 A. Yes.

8 Q. And attached is a Legal Services Fee  
9 Agreement between your law firm, Randazza Legal  
10 Group, and Youngtek Solutions that your -- that  
11 you've drafted and are providing to Mr. Gurvits to  
12 try to get Youngtek, which is TNAFlix, to sign,  
13 correct?

14 A. Yes.

15 Q. And in Section 2, Scope of Services, you  
16 wrote, Client hires attorneys to represent client  
17 with respect to telephonic legal, intellectual  
18 property, and business advice rendered to client.

19 Do you see that?

20 A. Yes.

21 Q. And a little bit further down, you say,  
22 And sale of client's company and/or Internet  
23 properties --

24 A. Yes.

25 Q. -- correct?



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 374

1 And then in Section 4, which is titled

2 Legal Fees --

3 A. Yes.

4 Q. -- your agreement provides for telephonic  
5 legal advice for a term of one year, correct?

6 A. Correct.

7 Q. And you say this representation shall be  
8 paid by an initial retainer of \$36,000, which the  
9 parties agree is earned upon receipt, correct?

10 A. Yes.

11 Q. And then further down, there is a section  
12 that's entitled Sale of Assets.

13 Do you see that?

14 A. I do.

15 Q. And in this provision, TNAFlix or  
16 Youngtek would be agreeing that yourself and  
17 Boston Legal Group have the exclusive right to  
18 sell Youngtek Solutions and any of its online  
19 assets, including TNAFlix, EMPFlix, and/or any  
20 other online properties owned by the client for  
21 one year, correct?

22 A. Correct.

23 Q. And under this deal, it says, This sale  
24 shall entitle Randazza Legal and Boston Law to ten  
25 percent of the sale price.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 375

1 Do you see that?

2 A. I do.

3 Q. So somehow along the way, it's gone from  
4 a potential 15 percent broker commission to a ten  
5 percent broker commission, correct?

6 A. Yes.

7 Q. And instead of getting \$30,000 paid,  
8 \$6,000 -- 5,000 -- excuse me -- \$5,000 a month for  
9 six months, you are now getting \$36,000, correct?

10 A. Yes.

11 Q. I don't, Mr. Randazza, see any provision  
12 in here that's a carve out that would allow you to  
13 represent Liberty Media if they had any disputes  
14 with TNAFlix in the future, do you?

15 A. No, I do not.

16 Q. Can you turn to Exhibit 363?

17 A. Okay. I'm there.

18 Q. Now, this is building on the last e-mail  
19 that we looked at where you had forwarded to Val  
20 the retainer agreement, the broker agreement for  
21 TNAFlix on February 11th?

22 A. Yes.

23 Q. Later in this afternoon, Val responds,  
24 and he says, I forwarded to my client. Will let  
25 you know what they say.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 376

1 Do you see that?

2 A. Yes.

3 Q. And you respond to Val, and you say,  
4 Please prevail upon them that time is of the  
5 essence.

6 Do you see this?

7 A. I do.

8 Q. Time is of the essence with respect to  
9 this hypothetical sale of TNAFlix where you don't  
10 really have a client that's interested in buying  
11 them --

12 A. Yes.

13 Q. -- correct?

14 Okay. Can you turn to the next exhibit,  
15 364?

16 A. Yes.

17 Q. This is an e-mail from you to Mr. Gurvits  
18 on February 15th, 2011, where you forwarded a  
19 broker agreement to Mr. Gurvits, correct?

20 A. I see it, yeah.

21 Q. So there is no longer a piece to this  
22 where you are going to be retained by counsel for  
23 Oron, this is purely on the broker end of things,  
24 correct?

25 A. I believe you misspoke when you said

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 377

1 Oron.

2 Q. I'm sorry. TNAFlix.

3 A. Correct.

4 Q. And did you draft this agreement,

5 Mr. Randazza?

6 A. I don't recall if I was the author of it.

7 Q. So you forwarded to -- you did forward it  
8 to Mr. Gurvits?

9 A. It looks that way, yes.

10 Q. Under recitals, it says, Whereas, RLG has  
11 indicated that it is aware of certain prospective  
12 buyers who may be interested in purchasing the  
13 assets or stock of the company, correct?

14 A. Yes.

15 Q. And then do you see under the Commission  
16 section, Number 2, is providing for you and  
17 Mr. Gurvits to split a ten percent commission on  
18 the sale of Youngtek, correct?

19 A. I do.

20 Q. This is a lot of work you are going  
21 through just to thwart your allusive being a  
22 broker and taking a bribe, when the settlement of  
23 TNAFlix has already been accomplished; don't you  
24 think?

25 A. Doesn't look like a lot of work to me.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 378

1 Most of this is standard. Just find and replace.

2 Q. You, Mr. Randazza, failed the multistate  
3 profession responsibility examination in Nevada  
4 the first time you took it, correct?

5 A. I did.

6 Q. A settlement with Liberty Media got  
7 executed, but your side deals benefiting yourself  
8 to be retained by TNAFlix and to become a broker  
9 for them, they never get finalized, right?

10 A. Correct.

11 Q. And you received a 25 percent bonus on  
12 the \$50,000 settlement reached with TNAFlix from  
13 Liberty Media, correct?

14 A. I did.

15 Q. And you received your salary during the  
16 entire time you were working on the TNAFlix  
17 dispute for Liberty Media, including the time you  
18 were spending trying to finalize your side deals  
19 with them for yourself, correct?

20 A. If -- I may have spent time while there,  
21 yes.

22 Q. Maybe it would have worked out better for  
23 you if you were able to get your retainer  
24 agreement signed before the settlement agreement  
25 was signed, then you would have been assured that

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 379

1 you would be retained by TNAFlix and be paid that  
2 money; don't you think?

3 ARBITRATOR HABERFELD: Let me hear back  
4 the question. Read it back, please, Ms. Reporter.

5 (Whereupon, a recess was taken.)

6 ARBITRATOR HABERFELD: Do you know the  
7 question?

8 THE WITNESS: Not at all.

9 BY MS. KRINCEK:

10 Q. Do you need her to reread it again?

11 A. No. I don't understand the question.

12 Q. So the way it worked out with TNAFlix,  
13 you didn't send your retainer agreement for the  
14 \$36,000 payment until after the settlement  
15 agreement with Liberty and TNAFlix was signed off,  
16 correct?

17 A. I don't remember the chronology, but I  
18 think that's true.

19 Q. Do you think you would have had a better  
20 chance of getting your retainer agreement signed  
21 off if you had sent it before you sent the  
22 settlement agreement?

23 A. No.

24 Q. I'm just going to move on to a different  
25 topic briefly, and that's the Megaupload matter.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 380

1 And for this, I just wanted to ask you a couple  
2 questions about an exhibit that Mr. White looked  
3 at with you, Exhibit 53, in Complainant's.

4 A. Okay. Okay. I'm there.

5 Q. Exhibit 53. And I'm going to be  
6 referring specifically to the page that's Bates  
7 stamped -- looks like there's a typo in the Bates  
8 stamping, but it's ECM3461.

9 A. Okay. I'm there.

10 Q. And do you recall, Mr. Randazza, that the  
11 Megaupload dispute that you handled on behalf of  
12 Liberty Media happened in between the TNAFlix  
13 matters and the Oron matters?

14 A. Yes.

15 Q. So on the page that's Bates stamped 3461,  
16 and this is part of an e-mail communication from  
17 you to the attorney for Megaupload on August 22nd,  
18 2011, third paragraph down, you say, I recognize  
19 that one of your client's goals is to take me out  
20 of future games. Judge Lynch communicated that,  
21 and you have, as well.

22 Do you see that?

23 A. Yes.

24 Q. Then you tell Mr. Rothken, In order to  
25 address any of your clients' concerns about future

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 381

1 suits, I am blocking off some time on  
2 September 5th, 2011, which should be sufficiently  
3 beyond the wire date for my client to consider the  
4 matter closed. I will make myself available for  
5 an hour any time between 8:00 a.m. and 6:00 p.m.  
6 PDT to have a conversation with your client about  
7 assisting them in putting some protections in  
8 place to counter future attacks from other  
9 companies.

10 I think that I have some good ideas,  
11 which would prove useful to them, and which may  
12 act as a prophylactic, if implemented, from future  
13 infringement suits. Naturally, to share those  
14 ideas, I will need Mega to share some confidential  
15 information with me. And I believe that  
16 possession of that information in that context  
17 will place me in a position of not being able to  
18 represent other companies against them, as the  
19 receipt of that confidential information in the  
20 course of representation would make it unethical  
21 for me to later represent another party against  
22 them.

23 Do you see that?

24 A. Yes.

25 Q. After that paragraph, you say, However, I



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 382

1 must make it clear that I cannot come to any  
2 specific terms about that while there is still  
3 unresolved business between Mega and Corbin,  
4 correct?

5 A. I do.

6 Q. And at the bottom of ECM3461, you write  
7 to Ira Rothken, However, the same ethics that do  
8 not make it possible for me to cut corners on the  
9 "conflict out" provision will be in place after  
10 the agreement is signed. I did not get where I am  
11 by having a reputation for being someone who would  
12 stab others in the back. When we have our  
13 conversation, your clients shall be given every  
14 opportunity to discuss retaining me as one of  
15 their attorneys. Once we come to an understanding  
16 and an agreement on that front, your clients will  
17 have gained both the immediate comfort of knowing  
18 that I cannot -- that I not only cannot come after  
19 them, but that I will be duty-bound to protect  
20 them.

21 Do you see that?

22 A. I do.

23 Q. So you are telling Mr. Rothken that as an  
24 ethical attorney, they have your word that you  
25 will give them the opportunity to conflict you out

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 383

1 after the settlement is finalized with Liberty,  
2 fair?

3 A. Yeah, that I would speak with them, yes.

4 THE WITNESS: Can we take a brief break,  
5 just five minutes?

6 ARBITRATOR HABERFELD: Are you --

7 MS. KRINCEK: That's fine. I was going  
8 to move on to a different topic, so that's fine.

9 ARBITRATOR HABERFELD: Are you completed  
10 with this segment?

11 MS. KRINCEK: I am.

12 ARBITRATOR HABERFELD: Let's take a short  
13 break. Ten minutes.

14 (Whereupon, a recess was taken.)

15 ARBITRATOR HABERFELD: Back on the  
16 record.

17 BY MS. KRINCEK:

18 Q. Mr. Randazza, the next topic that I  
19 wanted to ask you questions about is related to  
20 the settlement of the Oron dispute that you  
21 handled on behalf of Liberty Media. So through  
22 this arbitration proceeding, you are seeking a  
23 25 percent contractual bonus based upon the  
24 proceeds of a settlement that was entered with  
25 Oron, correct?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 384

1 A. Correct.

2 Q. And you filed suit against Oron on behalf  
3 of Liberty Media in 2012 alleging that Oron  
4 infringed upon Liberty's copyrighted works,  
5 correct?

6 A. That was the gist of it, yes.

7 Q. Stevan Lieberman represented Oron  
8 initially, correct?

9 A. Yes.

10 Q. If you will turn to Exhibit 345.

11 A. Yes. I see it.

12 Q. You participated in settlement  
13 negotiations with Mr. Lieberman that resulted in  
14 Mr. Lieberman sending to you this document that's  
15 Exhibit 345, correct?

16 A. Correct.

17 Q. And that Liberty authorized you to  
18 execute the agreement on its behalf, correct?

19 A. Commanded me to.

20 Q. And you did so, and you returned the  
21 executed document to Mr. Lieberman, correct?

22 A. I did.

23 Q. And Oron, under this agreement, was to  
24 pay Liberty Media \$550,000, correct?

25 A. Correct.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 385

1 Q. And Section 2 of this agreement had you  
2 subject to a personal penalty for early transfer  
3 to anyone, including Liberty or Excelsior,  
4 correct?

5 A. Yes.

6 Q. And part of the settlement terms included  
7 Liberty's agreement to --

8 A. Wait, wait, wait. I'm sorry. Could you  
9 repeat that question? I think I might have  
10 answered it inaccurately.

11 Q. Sure. Section 2 had you subject to a  
12 personal penalty for early transfer to anyone of  
13 the money, including to Liberty or to Excelsior?

14 A. Okay. Yes.

15 Q. And part of the settlement terms included  
16 Liberty's agreement to dissuade others from  
17 bringing suit against Oron, correct?

18 A. Correct.

19 Q. That's in Paragraph 10.

20 A. Yes.

21 Q. Paragraph 12 of the agreement that you  
22 executed on Liberty's behalf also has a provision  
23 in there that Liberty is going to review actual --  
24 is going to conduct a review of the actual files,  
25 shows that there's -- sorry.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 386

1 Liberty agrees to announce publicly that  
2 after a careful review of the facts they believe  
3 Oron is protected by the DMCA safe harbor and that  
4 a review of the actual files shows that there  
5 never was any child porn on Oron's site.

6 That's one of the settlement terms?

7 A. That's one of the terms.

8 Q. And Paragraph 13, Liberty and Oron agree  
9 that the parties will craft a joint letter for  
10 publication stating that the parties are joining  
11 together in the fight against child porn and  
12 copyright infringement, correct?

13 A. Yes.

14 Q. Now, the child -- you testified earlier  
15 that the child pornography issue was related to  
16 Oron's defamation claim against PornGuardian,  
17 correct?

18 A. I believe we raised it in the -- in the  
19 statements of facts in our case against Oron.

20 Q. "Our case" meaning the case where you  
21 were representing PornGuardian or the case where  
22 you were representing Liberty Media?

23 A. No, there was never a case where I was  
24 representing PornGuardian. I mean in the Liberty  
25 Media case.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 387

1 Q. But you were representing PornGuardian in  
2 its dispute with Oron, correct?

3 A. Yes. I don't believe I was at this  
4 point.

5 Q. So what statement of facts on behalf of  
6 Liberty Media referenced child pornography on  
7 Oron?

8 A. I don't recall, but I do believe that  
9 there was something in there that we had noted  
10 that they didn't -- I often put in allegations  
11 that these companies that were allegedly stealing  
12 a lot of pornography were not adhering to 18 USC  
13 Section 2257, which is the recordkeeping  
14 requirement for adult entertainment productions,  
15 and I think we used that as sort of a bit of  
16 salacious narrative.

17 Q. Well, I'm not sure what that has to do  
18 with a child pornography allegation by Liberty  
19 Media, but --

20 A. Well, that's a child pornography  
21 violation.

22 Q. Well, regardless, Oron had accused  
23 PornGuardian of defamation, and part of that claim  
24 entailed an allegation that PornGuardian was  
25 accusing them of having child pornography on their

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 388

1 site, correct?

2 A. That is my recollection, yes.

3 Q. Oron subsequently claimed that this was  
4 not a binding settlement agreement, correct?

5 A. They did.

6 Q. And you filed a motion, and Judge Navarro  
7 in Federal Court entered an Order finding the  
8 agreement to be enforceable on August 7th of 2012,  
9 correct?

10 A. Correct.

11 Q. And after that, you filed a motion for  
12 attorney's fees against Oron on behalf of Liberty,  
13 correct?

14 A. Correct.

15 Q. And Liberty was granted its attorney's  
16 fees by Judge Navarro, correct?

17 A. Correct.

18 Q. And the amount of fees awarded was a  
19 little over \$130,000 by Judge Navarro, correct?

20 A. Correct.

21 Q. Now, you did eventually receive the  
22 \$550,000 settlement amount from Oron into your  
23 trust account, correct?

24 A. I did.

25 Q. You did not, however, receive any

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 389

1 attorney's fee award from Oron into your trust

2 account, correct?

3 A. No. By that point, they had -- by the  
4 time the entitlement to it had been established, I  
5 was terminated.

6 Q. And Oron advised you that it planned to  
7 appeal Judge Navarro's ruling on the attorney's  
8 fee award, correct?

9 A. I believe they did.

10 Q. Can I have you turn to Exhibit 377?

11 A. I'm there.

12 Q. Exhibit 377 is an e-mail from yourself to  
13 Stevan Lieberman on August 7, 2012, correct?

14 A. Correct.

15 Q. And you communicated to Mr. Lieberman  
16 that if Mr. Oron would like to wire us the  
17 \$550,000 within 24 hours, we will withdraw our  
18 motion for fees.

19 Do you see that?

20 A. I do.

21 Q. So it appears at the point of this  
22 e-mail, you hadn't yet received Judge Navarro's  
23 ruling awarding you attorney's fees, correct?

24 A. Correct. I think we had just filed it.

25 Q. And then in the last e-mail,



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 390

1 Mr. Randazza, you say to Oron's counsel, And if  
2 Oron would like someone to show them how not to  
3 get sued in the future and would like to have some  
4 more of my playbook, they are welcome to contact  
5 me directly or through you. I make a much better  
6 friend than enemy, correct?

7 A. Correct.

8 Q. Is this more settlement strategy that you  
9 are engaging in with this statement?

10 A. It is.

11 Q. So you had no expectation that you would  
12 actually be retained by Oron; is that correct?

13 A. I don't think it would be honest for me  
14 to say that I didn't think there was a  
15 hypothetical chance, as in every one of these  
16 other ones that you've seen and ones you haven't  
17 brought up, as well. Nevertheless, it was my  
18 experience at that point that that didn't ever  
19 happen.

20 Q. This is the first time in negotiations  
21 with Oron over the litigation where the topic of  
22 you assisting Oron was raised, correct?

23 A. No, that's not correct.

24 Q. Can you point me to any written  
25 communications where counsel for Oron ever raised

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 391

1 this issue earlier?

2 A. I cannot -- I cannot recall any, but  
3 there may be some in the file, but I do recall  
4 speaking with Lieberman about this.

5 Q. So you are not aware of any documentation  
6 about communications prior to this initiated by  
7 Oron about working with you, correct?

8 A. Sitting here right now, I cannot recall  
9 any particular documents.

10 Q. Can you go to Exhibit 376?

11 A. Okay. Here we go. Okay.

12 Q. This is another e-mail from you to  
13 Mr. Lieberman regarding the Oron matter on  
14 August 7th, 2012, and you say, Stevan, Liberty  
15 smells blood now.

16 Do you see that?

17 A. I do.

18 Q. Part of the way down you say, I suggest  
19 that Oron makes an offer of something to cover the  
20 fees expended in the fight since the motion to  
21 enforce has been filed.

22 And when you are talking about to cover  
23 the fees, you are talking about the attorney's  
24 fees that Liberty has expended, correct?

25 A. Correct.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 392

1 Q. And in the bottom paragraph you say, Tell  
2 Oron that they're going to have to extend an olive  
3 branch. I don't give a shit how much it is. I  
4 don't get paid more for it, correct?

5 A. Correct.

6 Q. I don't recall, Mr. Randazza, when you  
7 listed your damages on direct examination, that  
8 you mentioned a portion of the -- claiming a  
9 portion of the attorney's fee award that was never  
10 received.

11 A. Yes.

12 Q. Is that part of the damages you are  
13 claiming in this matter?

14 A. It is.

15 Q. That's the part that here you are saying  
16 you don't get paid more for it, correct?

17 A. That's what I'm telling Stevan.

18 Q. Well, you wouldn't lie to opposing  
19 counsel, would you?

20 A. Yes, I would.

21 Q. Can you please turn to Exhibit 366?

22 A. I'm there.

23 Q. This is an e-mail that you sent to  
24 Mr. Lieberman also on August 7th, 2012, correct?

25 A. Yes.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 393

1 Q. Okay.

2 A. At 8:43 p.m. yes.

3 Q. You say, I just got a call from our Hong  
4 Kong counsel.

5 Do you see that?

6 A. I do.

7 Q. And that's referring to the Gall Law Firm  
8 that you had retained to represent Liberty Media  
9 in the Hong Kong proceedings, correct?

10 A. Correct.

11 Q. Number 1 you say, They spent 80K so far  
12 in USD.

13 Does that mean US dollars?

14 A. That's what that means.

15 Q. Liberty is going to want a little more  
16 than 25K to satisfy them on that. Do what you  
17 can, correct?

18 A. Yes, correct.

19 Q. And in Paragraph 2, you're proposing that  
20 Oron pay to Liberty \$650,000, correct?

21 A. Correct.

22 Q. And that the money be transferred from  
23 Oron's HSBC account in Hong Kong to Liberty  
24 Media's Hong Kong attorney's account, correct?

25 A. Correct.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 394

1 Q. And Paragraph 3 you say, Then whatever  
2 you guys -- seems like a typo -- whatever you guy  
3 pay me to retain me would come from your PayPal  
4 account and would have no real relevance to that.

5 A. Yep.

6 Q. You say, I spoke to my partner, who was  
7 adamant that we should earn 100K if we're to never  
8 be able to sue FF Magnat, Bochenko, Novafile.com,  
9 Oron.com, et cetera, forever and ever. I got him  
10 to go with 75K. But, for that, we'll provide you  
11 some really great value, including a jurisdiction  
12 derailling plan that you'll drool over, correct?

13 A. That's what that says.

14 Q. And that's what you wrote to  
15 Mr. Lieberman, Oron's counsel?

16 A. That's what I wrote to Mr. Lieberman,  
17 yes.

18 Q. So you're proposing that whatever Oron is  
19 going to hypothetically pay you should come out of  
20 Stevan Lieberman's PayPal account, correct?

21 A. Yeah. I'm not only doing that there.

22 Q. Excuse me. I missed that.

23 A. I'm not -- that's not all that I'm  
24 proposing there.

25 Q. The \$650,000 to Liberty under this plan

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 395

1 would go to Liberty's Hong Kong counsel's trust

2 account, correct?

3 A. Correct.

4 Q. And the payment to you is going to

5 Mr. Lieberman's PayPal account, correct?

6 A. Well, it would come from his.

7 Q. From his -- okay.

8 The partner that you are referring to

9 that was insisting on \$100,000 and you are

10 representing you had to convince to agree to take

11 \$75,000, that is Ronald Green, correct?

12 A. Correct.

13 Q. And the discussion with Ron that you are

14 referencing there, your testimony is that

15 conversation actually occurred between you and

16 Mr. Green, correct?

17 A. I did think so during my deposition, yes.

18 Q. And after your deposition, Mr. Green was

19 deposed, he denied that that conversation ever

20 took place, correct?

21 A. That's what I heard.

22 Q. In any event, you conveyed to

23 Mr. Lieberman that you should be paid 75,000 if

24 you are to never be able to sue FF Magnat, Oron,

25 Bochenko, et cetera, forever and ever, correct?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 396

1 A. I was also trying to scare him with this.

2 Q. In the last sentence, Mr. Randazza, when  
3 you reference a jurisdiction derailing plan, that  
4 would make it more difficult for companies like  
5 Liberty Media to obtain jurisdiction in the US  
6 over Oron in the future, correct, that's what is  
7 meant by a jurisdiction derailing plan?

8 A. That's what I'm proposing.

9 Q. You understood at the time of this e-mail  
10 that it is unethical to negotiate as part of a  
11 settlement to restrict your legal practice,  
12 correct?

13 A. That was my understanding.

14 Q. So this e-mail, before we move on to the  
15 next, was sent by you to Mr. Lieberman at  
16 8:43 p.m.

17 Do you see that?

18 A. I do.

19 Q. Can you turn to the next exhibit,  
20 Exhibit 367?

21 A. I'm there.

22 Q. So a few minutes after the last e-mail we  
23 just looked at, you e-mail Mr. Lieberman, and you  
24 say, Get this back to me ASAP. As soon as I get  
25 it back, I'll start moving everything else around.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 397

1 Do you see that?

2 A. I do.

3 Q. And then you attach to Mr. Lieberman's  
4 e-mail a retainer agreement between yourself and  
5 Oron, correct?

6 A. Yes, yes.

7 Q. Now, on the TNAFlix matter, you never got  
8 your retaining agreement signed after the  
9 settlement agreement was finalized, correct?

10 A. Correct.

11 Q. So here you are sending out your  
12 retaining agreement before you've gotten to the  
13 point of having a settlement agreement about the  
14 600 or \$650,000 drafted with Mr. Lieberman,  
15 correct?

16 A. Yes. Direct your attention to  
17 Paragraph C.

18 Q. But it's correct that you haven't gotten  
19 to the point where you've exchanged settlement  
20 agreements about the 600, \$650,000 that you've  
21 been e-mailing about with Mr. Lieberman, correct?

22 A. No. We had a settlement already at this  
23 point, as far as I was concerned.

24 Q. And now you are negotiating in the past  
25 e-mails that we have looked at for more money to



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 398

1 go to Liberty Media --

2 A. Yes.

3 Q. -- in light of the attorney's fees award?

4 A. Correct. I'm trying to get -- there  
5 wasn't an -- I don't think there was an award yet,  
6 but in light of the fact that I was seeking the  
7 fees.

8 Q. Okay.

9 A. But, yes.

10 Q. So in this retainer agreement that you  
11 send to Mr. Lieberman for Oron, under Number 1  
12 you've got a few conditions down there, the first  
13 one is that the client, meaning Oron, returns a  
14 signed copy of the agreement to you, correct?

15 A. Correct.

16 Q. And then the second condition is that  
17 Oron pays the initial retainer fee of \$75,000  
18 called for under Paragraph 5, and it's retained in  
19 your trust account, correct?

20 A. Yes.

21 Q. And then the third condition is that Oron  
22 resolves all matters without limitation with  
23 respect to Liberty Media Holdings, correct?

24 A. Correct.

25 Q. So you're tying the settlement of the

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 399

1     Oron and Liberty dispute to your retainer

2     agreement, correct?

3             A.     I'm dangling that in front of him to get  
4     the money as quickly as I can.

5             Q.     They're both referenced in the same  
6     document. This document deals with you being  
7     retained by Oron, and also Oron resolving its  
8     dispute with Liberty as a condition of this  
9     agreement being entered, correct?

10            A.     They need to do that first, yes.

11            Q.     Under Scope of Services --

12            A.     Yes.

13            Q.     -- around the middle of the paragraph,  
14     you say, The initial retainer will give client  
15     advice and counsel for a period of 30 days  
16     immediately following the execution of this  
17     agreement, correct?

18            A.     Correct.

19            Q.     So for 30 days' work, you are going to  
20     earn \$75,000, correct?

21            A.     If it ever happened.

22            Q.     And on the next page, under Legal Fees,  
23     Mr. Randazza --

24            A.     I'm sorry. Can you specify what you mean  
25     by "you"? You don't -- do you mean me

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 400

1 individually or everybody at the firm?

2 Q. I think we understand what that means.

3 But if you can turn to the next page on  
4 legal fees.

5 A. Okay.

6 Q. Subsection A, An initial retainer of  
7 \$75,000, which the parties agree is nonrefundable  
8 and earned upon receipt.

9 That was the nature of the financial  
10 arrangements set forth in this agreement, you  
11 fully earned the \$75,000 upon receipt, correct?

12 A. Yep.

13 Q. There is no provision that I see in this  
14 agreement precluding a conflict from preventing  
15 you from representing Liberty adverse to Oron in  
16 the future, correct?

17 A. Correct.

18 Q. And you testified that your experience in  
19 the industry is that it is common for opposing  
20 counsel to offer money to conflict you out,  
21 correct?

22 A. Yes.

23 Q. Do you supposed that could be because you  
24 are willing to negotiate with them for that  
25 arrangement?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 401

1 A. No, I don't suppose that.

2 Q. You never received permission from  
3 Liberty to negotiate for this retainer from Oron,  
4 correct?

5 A. I never discussed it with them  
6 explicitly.

7 Q. You never received permission from them  
8 to represent Oron, correct?

9 A. I don't think I did.

10 Q. Can you turn to Exhibit 372?

11 A. Okay. I'm there.

12 Q. And this, again, 372 is your Bar response  
13 to the Florida State Bar.

14 A. Okay.

15 Q. If you can turn to the second page, which  
16 for the record is EMC1606.

17 A. I'm there.

18 Q. The section that's labeled The \$75,000  
19 Bribe.

20 Do you see that?

21 A. Yes.

22 Q. Can you please read the third and fourth  
23 paragraph -- third and fourth paragraphs?

24 A. From July through August 2012, Liberty  
25 and Oron litigated over whether the settlement

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 402

1 agreement was actually a binding settlement  
2 agreement. In early August, the court held that  
3 the settlement agreement was valid and entered  
4 judgment in Liberty's favor, which was collected  
5 from Oron's PayPal account, and remains in  
6 Randazza's trust account today.

7 Oron appealed this decision. As part of  
8 a blanket resolution of the whole matter, Oron's  
9 successor counsel suggested a payment that would  
10 include \$75,000 for Randazza to not represent  
11 others against the site. Randazza did not seek or  
12 solicit this payment; it was offered by Oron's  
13 counsel. In fact, this is a frequent issue in  
14 litigation involving Liberty.

15 Q. You represented to the Bar that Oron  
16 successor counsel suggested a payment that would  
17 include 75,000 to you, correct?

18 A. Correct.

19 Q. But you were the one that told Oron's  
20 counsel conflicting you out was going to require a  
21 \$75,000 payment; isn't that correct?

22 A. I think that discussion started with  
23 Stevan.

24 Q. That was your e-mail where you said your  
25 partner was insisting on \$100,000, and you had to

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 403

1 convince him to take \$75,000, correct?

2 A. That's right.

3 Q. So you came up with the \$75,000 figure?

4 A. I'm not sure, actually, who came up with  
5 it first, but I do know that it was referenced in  
6 that e-mail. But this was, what, three years ago?

7 Q. Well, actually, you wrote this in -- this  
8 was written in 2013, correct?

9 A. I'm saying the conversation was at least  
10 two years ago, three years ago.

11 Q. You had all the e-mails about your  
12 communications, correct?

13 MR. WHITE: I'm sorry. Could I have that  
14 question read?

15 (Whereupon, the pertinent part of the record  
16 was read back by the court reporter.)

17 THE WITNESS: Actually, no. There are a  
18 number of e-mails that are missing.

19 BY MS. KRINCEK:

20 Q. But you produced -- the e-mails that we  
21 just looked at, you produced them in this  
22 litigation after we produced them, you produced  
23 copies of them?

24 A. Yes.

25 Q. The statements to the Bar that you did

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 404

1 not seek or solicit the \$75,000 payment, that's  
2 also not true, correct?

3 A. I did not initially seek or solicit  
4 payment.

5 Q. But --

6 A. They are the ones that began the  
7 discussion.

8 Q. But in that e-mail to Mr. Lieberman, you  
9 are telling him you are going to require \$75,000  
10 to never, ever, ever be able to sue Oron.com  
11 again, correct?

12 A. That's inaccurate.

13 Q. What's inaccurate about it?

14 A. What that is actually stating is that I  
15 would be selling a certain degree of knowledge to  
16 him for it. It's not saying that I would do it in  
17 order to be conflicted out. That would be the  
18 practical effect of it. But if he wanted to buy  
19 my knowledge, I was willing to sell it to him for  
20 that much.

21 Q. But you are seeking the \$75,000 payment  
22 in that e-mail, right?

23 A. I don't think that's an accurate way to  
24 describe it.

25 Q. Let me have you look at Exhibit 405.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 405

1 A. Okay.

2 Q. This, Mr. Randazza, is an e-mail,  
3 Exhibit 405, from Val Gurvits --

4 A. Yep.

5 Q. -- to you, and it's dated August 9th,  
6 2012.

7 Do you see that?

8 A. Yes.

9 Q. So at this point it appears that Val  
10 Gurvits takes over as primary counsel for Oron in  
11 settlement negotiations, correct?

12 A. Well, he revealed himself, yes.

13 Q. He's now the primary person that you are  
14 dealing with instead of Stevan Lieberman, right?

15 A. I'm pretty sure he was the whole time,  
16 but, yes, that's who I'm talking to directly now.

17 Q. And Mr. Gurvits says, Here's my current  
18 draft of the settlement agreement.

19 Do you see that?

20 A. Yep.

21 Q. And he actually attached a draft of the  
22 settlement agreement to this e-mail, correct?

23 A. Yes, he did.

24 Q. Now, in this version of the settlement  
25 agreement that Mr. Gurvits sent to you, in



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 406

1 Section 1 on the page that's Bates stamped

2 MJR20235 --

3 A. Uh-huh.

4 Q. -- that provides for Oron to pay Liberty  
5 Media \$600,000.

6 Do you see that?

7 A. I do.

8 Q. So that's \$50,000 more than Liberty was  
9 getting under the settlement agreement that was  
10 enforced by Judge Navarro, correct?

11 A. Yes. It was essentially he was settling  
12 the \$131,000 attorney's fees motion for 50 grand.

13 Q. And then it says, The settlement funds  
14 will be paid as follows: The parties will  
15 stipulate that 675,000 US dollars of the frozen  
16 funds in Oron's PayPal account will be transferred  
17 immediately to the client trust account of Boston  
18 Law Group, PC.

19 Do you see that?

20 A. Yes.

21 Q. And the client trust account of Boston  
22 Law Group PC, that's Val Gurvits' trust account,  
23 correct?

24 A. Correct.

25 Q. So \$675,000 is going into Mr. Gurvits'

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 407

1 trust account, and \$600,000 of that is the  
2 settlement payment to Liberty Media, correct?

3 A. Correct.

4 Q. And then in the last paragraph of  
5 Number 1, it says, Upon the completion of the  
6 disbursal term, Boston Law Group shall pay the  
7 settlement funds to Liberty Media or its attorney  
8 and pay Attorney Marc Randazza, Attorney Randazza,  
9 the remainder of the escrowed funds in accordance  
10 with the terms herein.

11 Do you see that?

12 A. That was Val's proposal.

13 Q. All right. And then on the next page,  
14 MJR20236, in Section 2, says, Oron shall engage  
15 Attorney Randazza in accordance with the terms of  
16 the engagement agreement attached hereto as  
17 Attachment B, effective as of -- it's got a blank  
18 there.

19 A. I'm sorry. Can you tell me where you are  
20 looking at specifically again?

21 Q. MJR20236.

22 A. Yes.

23 Q. The Paragraph Number 2.

24 A. Okay. Got it.

25 Q. Val's version of the settlement agreement

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 408

1 that he sends to you.

2 A. Yes.

3 Q. It has this provision in there that says,  
4 Oron is engaging you in accordance with the terms  
5 of the engagement agreement that Val has as an  
6 attachment to this, correct?

7 A. Yes.

8 Q. So Val's proposing that the retainer  
9 agreement that you sent with the \$75,000 payment  
10 be attached to this settlement agreement, right?

11 A. That appears to be Val's proposal.

12 Q. And then Val's also proposing that this  
13 sentence be in here, Liberty hereby consents to  
14 such engagement.

15 Do you see that?

16 A. Yes.

17 Q. And then in Paragraph 3, there's also a  
18 provision that says, Upon the completion of the  
19 disbursal terms, Boston Law Group shall pay  
20 Randazza a bonus of 50,000 US dollars out of  
21 escrowed funds.

22 Do you see that?

23 A. I do.

24 Q. You weren't anticipating at this point  
25 that your retainer agreement was going to actually

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 409

1 be referenced and attached as an exhibit to the  
2 settlement agreement you were going to have to  
3 give to Liberty Media; is that correct?

4 A. I wasn't anticipating that the engagement  
5 would be attached?

6 Q. Right.

7 ARBITRATOR HABERFELD: Why don't you --  
8 why don't you restate the question with a time  
9 more specifically in the preface?

10 MS. KRINCEK: Sure.

11 ARBITRATOR HABERFELD: At what point?

12 BY MS. KRINCEK:

13 Q. So at this point when Val is forwarding  
14 you the draft settlement agreement, which you  
15 potentially have to show to Liberty Media to get  
16 approved, correct?

17 A. Correct.

18 Q. He's got attached the engagement  
19 agreement that provides for you to get \$75,000,  
20 correct?

21 A. Actually, a lot more than that, from the  
22 looks of it.

23 Q. Okay.

24 A. 75, and then there's 50 here, and then  
25 there's another 50 in Paragraph 6. So it looks

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 410

1 like I get 175,000 personally under this -- under  
2 this proposal.

3 Q. Now, you were concerned that you were  
4 going to have to show Liberty Media a draft  
5 settlement agreement that said that you were  
6 getting \$75,000; is that correct?

7 A. I wasn't concerned about that, and it was  
8 a -- and from the looks at this, it was 175,000,  
9 not just 75,000.

10 ARBITRATOR HABERFELD: Did you get an  
11 answer to your question?

12 MS. KRINCEK: It's fine.

13 ARBITRATOR HABERFELD: Let's have it read  
14 back, or you just want to let it go?

15 MS. KRINCEK: I can let it go.

16 ARBITRATOR HABERFELD: All right. Let's  
17 go to the next question.

18 BY MS. KRINCEK:

19 Q. Can you turn to Exhibit 406?

20 A. Yes, I'm there.

21 Q. This is an e-mail exchange between you  
22 and Mr. Gurvits on August 9th, soon after he has  
23 forwarded to you the draft settlement agreement  
24 that attaches your retaining agreement, correct?

25 A. Correct.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 411

1           Q.    And you e-mail Mr. Gurvits, and you say,  
2   After consulting with ethics counsel, I must  
3   modify one part of our discussion. Please inform  
4   Oron that my prior offer to represent them is  
5   revoked. It is not that I would not consider it  
6   in the future, but I think that even discussing it  
7   at this point creates an ethical gray area that I  
8   would rather not be in.

9           As you are aware, it is ethically  
10   improper to enter agreements that restrict an  
11   attorney's right to practice. I think that having  
12   that issue even being contemplated at this point  
13   is premature and can sour the whole deal,  
14   potentially even making the entire agreement  
15   unenforceable.

16           You say, I guess I will just have to  
17   realize that if they do not get some of the  
18   benefits that they had hoped to get, that I will  
19   not get \$75,000. That is a hell of a lot of  
20   money, so they can probably consider my possible  
21   incentives and act accordingly. Given that I know  
22   that I have a \$75,000 pot of gold at the end of  
23   the rainbow, one could guess how I might be  
24   incentivized to behave. However, I can make no  
25   representations in that regard.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 412

1           That's what you wrote to Mr. Gurvits,  
2     correct?

3           A.    It is, yes.

4           Q.    And you didn't need at this point to  
5     consult with ethics counsel to figure out that  
6     negotiating for a payment to conflict you out or  
7     negotiating for a payment in connection with a  
8     settlement agreement is unethical, right?

9           A.    I did, because it seemed like we were  
10    structuring it in a way that would be okay. But  
11    it was my understanding after looking into it that  
12    it shouldn't go forward that way.

13          Q.    What was wrong with it? What was wrong  
14    with the deal the way it was structured?

15          A.    Well, first of all, the -- I think the  
16    \$175,000 made it clear that it was so over the  
17    top, that I think Val was overplaying his hand. I  
18    didn't quite know what he was doing, but it  
19    didn't -- it just didn't smell right to me, and I  
20    didn't want to get near that fence.

21          Q.    Was the fact that you were going to be  
22    getting \$75,000 a problem?

23          A.    No, because ultimately I didn't expect  
24    any of that to happen. Again, this is a theme you  
25    see with Val.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 413

1 Q. So Val responds to your e-mail, and he  
2 say, Understood. I will take care of it in a way  
3 that addresses your concerns, correct?

4 A. Correct.

5 Q. Can I have you turn to Exhibit 368?

6 ARBITRATOR HABERFELD: Are you at a  
7 convenient breaking point, or do you want to keep  
8 going?

9 MS. KRINCEK: No, that's fine. We can  
10 break here.

11 ARBITRATOR HABERFELD: Are you sure?

12 MS. KRINCEK: Yeah.

13 ARBITRATOR HABERFELD: Let's take our  
14 lunch recess, and see you back in an hour.

15 MR. WHITE: Okay. Thank you, Your Honor.

16 (Whereupon, a lunch recess was taken.)

17 ARBITRATOR HABERFELD: Back on the  
18 record.

19 Ms. Krincek?

20 BY MS. KRINCEK:

21 Q. Mr. Randazza, before we broke for lunch,  
22 we had left off, we had just looked at  
23 Exhibit 406, which is an August 9th e-mail between  
24 Val and yourself where after Mr. Gurvits sent you  
25 a version of the settlement agreement that had



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 414

1 your retainer agreement with Oron attached as an  
2 exhibit, you responded to him about consulting  
3 with ethics counsel --

4 A. Uh-huh.

5 Q. -- and he responded to you, Understood, I  
6 will take care of it in a way that addresses your  
7 concerns.

8 Can you please now turn to Exhibit 368?

9 A. Okay. I'm there.

10 Q. And I wanted to ask you about the top  
11 e-mail on the first page of Exhibit 368, the Bates  
12 stamp is EMC1568.

13 The e-mail exchange below that,  
14 continuing on the next few pages, seem to be a  
15 back and forth between yourself and Mr. Gurvits  
16 about where the settlement money to Liberty is  
17 going to be maintained, whether it's going to be  
18 maintained by the court or in whose trust account,  
19 yours or his.

20 Do you remember having that back and  
21 forth with Mr. Gurvits?

22 A. What page is this do you want me looking  
23 at again?

24 Q. Well, why don't you -- I'm going to ask  
25 you about the top e-mail.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 415

1 A. Okay.

2 Q. But I just wanted to get your general  
3 understanding about the rest of the e-mail string.

4 A. Okay.

5 Q. So if you want to read the rest of it,  
6 and then I can reask my question.

7 A. Okay. So what's your question.

8 Q. So my question for you: Is the rest of  
9 the e-mail string, you and Mr. Gurvits were going  
10 back and forth to try and agree upon where the  
11 settlement money for Liberty would be kept, in  
12 whose trust account, or the court, or those type  
13 of issues?

14 A. That's what it looks like.

15 Q. And then the top e-mail is an e-mail from  
16 you to Mr. Gurvits on August 10th, 2012, Subject:  
17 Re: Agreement Oron.

18 Do you see that?

19 A. Yes.

20 Q. And you say, Okay. Write up the stip.  
21 I'm driving back from Phoenix. We move \$675,000,  
22 correct?

23 A. Yes.

24 Q. And then you say, I think we can deal  
25 with the other thing by saying the 75K is released

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 416

1 to my trust for a settlement with me personally.

2 It's not a retainer for services, but rather a  
3 settlement. That might work.

4 A. Yes.

5 Q. You wrote that to Mr. Gurvits, correct?

6 A. I did.

7 Q. You're proposing that to cover up the  
8 fact that you are getting a \$75,000 retainer  
9 payment from Oron by characterizing it as a  
10 settlement, correct?

11 A. That's entirely incorrect.

12 Q. You testified yesterday on direct  
13 examination regarding whether you had any personal  
14 claims against Oron, that Oron had done some  
15 pretty shady things against you personally.

16 A. Yes.

17 Q. Do you recall that testimony?

18 A. I do.

19 Q. Did you have any specific legal claims  
20 against Oron to resolve?

21 A. Nothing I thought I would ever actually  
22 win.

23 Q. Do you have any written communications  
24 you can point us to where you asserted to Oron or  
25 other counsel that you had any personal claims

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 417

1 against them?

2 A. No.

3 Q. Turn to Exhibit 407, please.

4 A. Okay. I'm there.

5 Q. This is an e-mail from Mr. Gurvits to you  
6 on August 12th, 2012, and he's attaching a  
7 proposed settlement agreement in the Oron matter,  
8 correct?

9 A. Correct.

10 Q. And he sent you this at 8:38 p.m.; is  
11 that correct?

12 A. Yes.

13 Q. And Mr. Gurvits tells you in his e-mail  
14 to you, As I indicated before, these terms shall  
15 not become binding unless and until executed by  
16 both parties and the signature pages exchanged by  
17 no later than Monday, August 13th, correct?

18 A. Correct.

19 Q. If you will, in this same Exhibit 407,  
20 flip forward to the page that's Bates stamped at  
21 the bottom MJR20326.

22 A. Okay. I see it.

23 Q. And I wanted to focus your attention on  
24 the bottom portion of that page, Number 1, Oron  
25 shall pay Liberty \$600,000.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 418

1 Do you see that?

2 A. Yes.

3 Q. So that's consistent with the last  
4 version of the settlement agreement that we looked  
5 at where Liberty Media is getting \$600,000,  
6 correct?

7 A. Yes.

8 Q. Now, the \$75,000 payment earmarked for  
9 your -- for you or your firm in this version of  
10 the settlement agreement, it provides that that  
11 \$75,000 is going to be transferred immediately to  
12 the client trust account of Boston Law Group.

13 Do you see that?

14 A. I do.

15 Q. And the Boston Law Group trust account is  
16 Mr. Gurvits' trust account, correct?

17 A. Correct.

18 Q. Gone from this version of the agreement  
19 is any reference to the \$75,000 being a payment  
20 for you, correct?

21 A. Correct.

22 Q. And you still had not disclosed to  
23 Liberty Media that your negotiations included you  
24 potentially receiving a payment for \$75,000,  
25 correct?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 419

1 A. Incorrect.

2 Q. Let me have you go to your deposition.

3 Page 162. I'm going to start at Line 14 on

4 Page 162 through 16 -- Page 163, Line 3.

5 Question: Okay. So I'm asking as far as  
6 you are concerned, though, the \$75,000 that's  
7 going into Val's account --

8 Answer: Yes.

9 Question: -- that's money that you will  
10 potentially receive if the retainer agreement that  
11 you previously sent is executed.

12 Answer: As I understood, that money  
13 would -- first of all, I didn't -- I don't really  
14 know at the point what Val was thinking. I know  
15 that that was going to come in if this all got  
16 executed, and then I would disclose it to Jason.  
17 It would probably be part of the settlement  
18 agreement funds, and then I would get my bonus  
19 based on the amount -- the total amount that came  
20 in.

21 A. Uh-huh.

22 Q. So you say in here that if it all got  
23 executed, then you would disclose it to Jason,  
24 correct?

25 A. Jason and I had already discussed it,

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 420

1     though, because you might recall an e-mail before  
2     where I was talking about if it was a -- if it was  
3     payment for legal fees, I couldn't give it to  
4     Liberty, but if it was payment for a settlement, I  
5     could.

6           Q.     What e-mail exchange are you referring  
7     to?

8           A.     I don't recall exactly which exhibit it  
9     was, but you and I, I believe, went back and forth  
10    on it earlier.

11          Q.     It sounds like you might be referring to  
12    the e-mail exchange that occurred on August 29th  
13    of 2012 -- or, I'm sorry -- August 13th of 2012,  
14    after you presented the settlement agreement to  
15    Jason in his office?

16          A.     That sounds right.

17          Q.     And when this agreement was sent to you,  
18    which is Exhibit 407, this is the day before  
19    August 12th, 2012.

20                 Do you see that?

21          A.     Correct, yes.

22          Q.     So that e-mail communication you had just  
23    referenced had not occurred, correct?

24          A.     Correct. Conversations had, but not an  
25    e-mail exchange.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 421

1 Q. What conversations had occurred?

2 A. That if it were paid, that he -- that he  
3 had offered to, quote, unquote, bribe me again,  
4 and that if it were paid to me as fees, I couldn't  
5 put it in the pot. Jason said, Well, I would  
6 think that every dollar that comes in belongs to  
7 the company. None of it belongs to you.

8 Which is why Val and I were discussing  
9 let's just make it a settlement agreement with me,  
10 that way if I get a settlement, that can be -- I  
11 can do whatever I want with that. But I can't  
12 share fees with a nonlawyer.

13 Ultimately the math on this worked out to  
14 it would change my bonus by, you know, \$31,000, so  
15 didn't ultimately matter.

16 Q. Mr. Randazza, the communication that you  
17 are just talking about with Jason about if it's  
18 fees, it can't be paid to you --

19 A. Yeah.

20 Q. -- that's the August 13th, 2012,  
21 communication, correct?

22 A. That's the e-mail, but that's not the  
23 conversation. I don't have a recording of the  
24 conversation I had with Jason.

25 Q. So it's your testimony today that you had



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 422

1 an earlier verbal undocumented conversation with  
2 him prior to August 13th, and then you had a  
3 repetitive documented communication with him on  
4 August 13th?

5 A. It is my testimony that I talked to Jason  
6 about all of these facts any time I got some time  
7 with him. So I didn't record the exact date and  
8 time of the conversation that I had with him three  
9 years ago, but I had these conversations with him,  
10 and I think that the e-mails show that.

11 Q. So you can't be certain whether -- when  
12 that conversation occurred, if it was before or  
13 after August 12th of 2013?

14 A. I cannot testify with mathematical  
15 precision, but I can tell you it is my best  
16 recollection that it did.

17 Q. And you have no documentation to support  
18 that contention, correct?

19 A. Not that I have been able to dig up, no.

20 Q. Before we move on to our next exhibit,  
21 within this settlement agreement, can you please  
22 turn to the page that's Bates stamped MJR20328?

23 A. I am there.

24 Q. And I wanted to ask you about the  
25 paragraphs that are Numbered 9 and 10 of that

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 423

1 agreement. And Paragraph 9, there is still a  
2 provision in there about dissuading others from  
3 bringing suit against Oron. It says, Attorney  
4 Randazza and Liberty will actively dissuade others  
5 from bringing suit against Oron and the parties to  
6 the Nevada and Hong Kong lawsuits, correct?

7 A. Yes, this was Val's proposal.

8 Q. And then Paragraph 10, Attorney Randazza  
9 and Liberty will actively assist Oron in sending  
10 letters written by Oron and doing everything else  
11 necessary to convince PayPal and other payment  
12 processors to allow Oron to accept payment through  
13 their service and to send letters to every company  
14 and entity to whom Liberty or Randazza sent  
15 letters pertaining to this matter. No dishonest  
16 statements will be required, correct?

17 A. Yes.

18 Q. Can you turn to Exhibit 369?

19 A. I'm there.

20 Q. Exhibit 369 is an e-mail that's your  
21 response to the e-mail attaching the settlement  
22 agreement from Mr. Gurvits that we just looked at,  
23 correct?

24 A. Yep.

25 Q. And this happens on August 12th, 2012,

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 424

1 correct?

2 A. Yep.

3 Q. In the last line of your e-mail to  
4 Mr. Gurvits is, Caveat to 9 and 10: I'll do it if  
5 Oron pays me. 75K ought to do it, correct?

6 A. Yep.

7 Q. Do you recall that on August 13th, 2012,  
8 you presented Jason with the new version of the  
9 Oron settlement agreement to review?

10 A. I don't have any recollection of exactly  
11 what happened on August 12th, 2013.

12 Q. August --

13 A. -- 13th, 2012.

14 Q. I'm going to read from your deposition  
15 transcript, Page 174.

16 A. Yep. Okay.

17 Q. Line 24. Question: Exhibit 32, Marc, do  
18 you recall that this is the settlement agreement  
19 with Oron that you presented to Jason to review on  
20 August 13th, 2012?

21 Answer: Yes.

22 Do you see that?

23 A. Yes.

24 Q. So you did present the settlement  
25 agreement to Jason to review on August 13th,

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 425

1 correct?

2 A. That was my recollection at the time,  
3 yes.

4 Q. Can you turn to Exhibit 325?

5 A. Okay. I'm there.

6 Q. Exhibit 325 is the settlement agreement  
7 that you presented to Jason on August 13th, absent  
8 the handwritten notations, correct?

9 A. Yes.

10 Q. Jason reviewed the agreement and asked  
11 you who was getting the \$75,000, correct?

12 A. That's what he wrote on this after the  
13 fact.

14 Q. Do you recall him reviewing the agreement  
15 and then asking you who was getting the \$75,000?

16 A. Yes. I thought that was strange.

17 Q. And you explained to him that it was a  
18 bribe to your law firm, correct?

19 A. I said -- I think I said it was that  
20 represented the bribe that we had talked about  
21 before.

22 Q. Your testimony today is that you have  
23 specific recollection of saying to Mr. Gibson that  
24 day that that is the bribe, and not a bribe to  
25 you?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 426

1           A.     Jason and I had discussed the fact  
2     that --

3           Q.     Can I get an answer to my question?

4           A.     I'm sorry. I can't answer if you are  
5     going to interrupt me during my answer.

6           Q.     Well, your answer was not --

7                    ARBITRATOR HABERFELD: At this point  
8     let's not have argument on this particular point  
9     at this particular time.

10                   I would ask you, Mr. Randazza, to please  
11     remember the conversation about your job as a  
12     witness on cross.

13                   THE WITNESS: Sure.

14                   ARBITRATOR HABERFELD: I'm only reminding  
15     you of it now because I think it's appropriate for  
16     me to do so now.

17                   I want you to listen to the question.

18                   What was the last question?

19                   (Whereupon, the pertinent part of the record  
20     was read back by the court reporter.)

21                   ARBITRATOR HABERFELD: That's the  
22     question. Did you hear it?

23                   THE WITNESS: Yes.

24                   ARBITRATOR HABERFELD: What's your best  
25     answer?

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 427

1 THE WITNESS: Repeat it again.

2 (Whereupon, the pertinent part of the record  
3 was read back by the court reporter.)

4 THE WITNESS: I don't have a specific  
5 recollection of the exact quotations being used  
6 that day. I do have a recollection of the  
7 conversation, and --

8 BY MS. KRINCEK:

9 Q. And you explain --

10 A. -- the facts that we exchanged.

11 Q. And you explained to Mr. Gibson in  
12 response to this inquiry about who the \$75,000 was  
13 going to, that it was a bribe to your law firm,  
14 correct?

15 A. The way I can honestly answer this  
16 question is that this was not the first time Jason  
17 and I had discussed this \$75,000.

18 Q. Are you saying that you and Jason  
19 specifically had previously discussed a payment of  
20 \$75,000?

21 A. No. I'm specific -- I'm saying that  
22 Jason and I had specifically discussed that Val's  
23 at it again with his pay me not to represent  
24 anybody against his client again.

25 Q. That's the prior conversation that you

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 428

1 had with Jason on this topic?

2 A. More than one, yes.

3 Q. Do you recall during this meeting where  
4 you presented Jason with the settlement agreement  
5 that Jason verbalized to you that he thought all  
6 the money should be going to the company?

7 A. My recollection is I gave him the  
8 document, he said he would talk to me about it  
9 later, and then he came into my office, and we  
10 talked about it then.

11 Q. Well, do you recall when he was in your  
12 office that he told you that he thought all the  
13 money should be going to the company?

14 A. I do.

15 Q. Do you recall at that time telling Jason  
16 that you couldn't give him any part of the 75,000  
17 if it was attorney's fees because that would be  
18 unethical?

19 A. If it was attorney's fees, yes.

20 Q. You told Jason at that time you were  
21 intending on using the money to pay the RLG,  
22 Randazza Legal Group guys, correct?

23 A. I don't think that's accurate.

24 Q. Are you denying that you told him that?

25 A. Yes. I don't think that that's accurate.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 429

1 Q. You told Mr. Gibson that the \$75,000 was  
2 to take care of the Randazza Legal Group people;  
3 you don't recall saying that to Mr. --

4 A. I recall asking him to pay them a bonus  
5 for all the hard work that they had done on the  
6 case because they were being -- they had worked  
7 all through into the night, but I don't think I  
8 made any specific representations about it being  
9 earmarked for that.

10 Q. You could tell Jason was upset about the  
11 \$75,000 payment, correct?

12 A. I didn't think that's what he was really  
13 upset about, because his -- it was strange that he  
14 was acting surprised about something that we had  
15 talked about quite a bit.

16 Q. Well, you just testified that you hadn't  
17 specifically talked about a \$75,000 payment,  
18 right?

19 A. The specific number, I do not recall  
20 talking about the specific number. I recall  
21 discussing that Val was up to his old tricks  
22 again.

23 Q. And is it your contention that from that,  
24 the company is supposed to glean that you've  
25 negotiated and reached a deal to be retained by



Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 430

1 Oron for a \$75,000 payment?

2 A. I had not reached such a deal, so, no.

3 Q. Isn't it true that you could tell Jason  
4 was upset about the \$75,000 because he made a face  
5 after he found out about it?

6 A. Again, I don't believe, and I didn't  
7 believe at the time that he was upset about that,  
8 because it was -- it was old news to him at that  
9 point. I felt that it was pretextual, and he was  
10 upset about something else. What, I did not know.

11 Q. Isn't it true because you knew that you  
12 had been caught, and Jason was upset about the  
13 fact you had negotiated a \$75,000 bribe to  
14 yourself, that at that point you told Jason you  
15 would give it to the company?

16 A. No, that is inaccurate.

17 Q. Can you please turn to Exhibit 324?

18 A. Okay. I am there.

19 Q. I want to ask you, Marc, first about the  
20 portion of the e-mail that's from Mr. Gibson to  
21 you on August 13th, 2012. It starts on the bottom  
22 of the first page of Exhibit 324, and it's Bates  
23 stamped EMC157.

24 Do you see where I'm at?

25 A. Uh-huh. Yes, I see it.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 431

1 Q. And Jason wrote to you, I'm going to be  
2 frank that my stomach is churning after reading  
3 the proposed agreement.

4 Do you see that?

5 A. I do.

6 Q. If you turn to the second page of that  
7 exhibit, EMC158.

8 A. Yes.

9 Q. The second paragraph Jason wrote to you,  
10 I'm not comfortable with how seemingly little we  
11 are getting back for our investment compared to  
12 what we would getting back spending our money on  
13 any of those things -- other things listed above.  
14 We are paying for virtually everything and taking  
15 all of the risk and when it is all said and done,  
16 all of these parties are standing there waiting to  
17 diminish the company's share of the pie.

18 We feel pretty strongly that every dollar  
19 that comes from a defendant should be ultimately  
20 earmarked for the company since on top of any  
21 bonus, it is responsible for paying for office and  
22 equipment expenses, Bar fees, continuing education  
23 expenses, travel expenses, court filings, Erika's  
24 salary and benefits, investigation costs, your  
25 salary and benefits.

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 432

1           The whole "bribery" deal sits funny with  
2   us as it is written, especially when there is no  
3   guarantee we will even get the extra 75K from  
4   their attorney's trust fund.

5           Do you see that?

6           A.    I do.

7           Q.    And do you still deny that you initially  
8   told Mr. Randazza (sic) that the money was for you  
9   and your firm, and then after he was upset said  
10   you would give it to the company?

11           ARBITRATOR HABERFELD: Please listen to  
12   the question. I may have misheard it.

13           Listen to the question.

14           (Whereupon, the pertinent part of the record  
15   was read back by the court reporter.)

16           ARBITRATOR HABERFELD: Did you catch it,  
17   Ms. Krincek?

18           MS. KRINCEK: Catch what?

19           (Whereupon, the pertinent part of the record  
20   was read back by the court reporter.)

21           MS. KRINCEK: Let me restate that.

22   BY MS. KRINCEK:

23           Q.    Do you still deny that you initially told  
24   Mr. Gibson that the \$75,000 was for you and your  
25   firm, and after he was upset, then said you would

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 433

1 give it to the company?

2 A. No. I always told him that that was  
3 Val's proposal, so, no.

4 Q. In your response to Mr. Gibson, you told  
5 Mr. Gibson that your associate Jay DeVoy and  
6 partner Ron Green had not been paid for any of  
7 their work on Oron, correct?

8 A. I'm sorry. Which exhibit?

9 Q. Same exhibit, your response to  
10 Mr. Gibson's e-mail.

11 A. Okay. And, I'm sorry. What was your  
12 question again?

13 Q. Yeah. You conveyed to Mr. Gibson that  
14 Jay DeVoy and Ron Green, the RLG people, hadn't  
15 been paid for their work on Oron yet, correct?

16 A. I know Ron didn't. I don't think I was  
17 intending to convey that Jay hadn't been paid.

18 Q. Because he testified at his deposition  
19 that he had been paid, correct?

20 A. I don't know what he said at his  
21 deposition, but I would confirm that Jay was on  
22 salary, so Jay got paid. Ron got paid only on  
23 what was collected.

24 Q. Ron, who you refer to and is identified  
25 by your law firm as a partner, at this point was

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 434

1 really a 1099 independent contractor, correct?

2 A. That is how he collected his pay, but he  
3 was -- I considered him to be my partner.

4 Q. He had no equity interest in Randazza  
5 Legal Group, correct?

6 A. He did not own any equity in it, no.

7 Q. And he only recently became an employee  
8 of the firm, correct?

9 A. We changed his -- we changed his  
10 contract, yes, to make him a W-2 salaried employee  
11 with a bonus structure rather than the way we had  
12 it before.

13 Q. When you got -- when you got Jason's --  
14 this e-mail that we just looked at from Jason to  
15 you on August 13th, after reading this e-mail, you  
16 knew that Jason was upset about the \$75,000  
17 payment, correct?

18 A. As I've testified before, I thought that  
19 this was all a pretext for something else.

20 Q. Can you turn to Page 181 of your  
21 deposition?

22 A. Okay.

23 Q. Page 181, Line 1. Question: Still on  
24 Page 2, Marc, about a little less than halfway  
25 down, Jason wrote, The whole "bribery" deal sits

Arbitration Proceedings ~ Volume II ~ February 10, 2015

\*\*\*Marc J. Randazza vs. Excelsior Media Corporation\*\*\*

Page 435

1 funny with us as it is written, especially when  
2 there is no guarantee we will even get the extra  
3 \$75,000 from their attorney's trust fund.

4 A. Yes.

5 Q. Answer: Yes, I see that.

6 Question: Do you see that?

7 Answer: I do.

8 Question: You understood after reading  
9 this e-mail that Jason was upset about the \$75,000  
10 payment, correct?

11 Answer: Yes.

12 And this e-mail exchange, again, is on  
13 August 13th, 2012, correct?

14 A. Yes.

15 Q. Can you turn to Exhibit 370, please?

16 A. Okay. I see it.

17 Q. This is an e-mail exchange, the bottom  
18 portion and the top portion is from August 14th,  
19 2012.

20 Do you see that?

21 A. I do.

22 Q. Bottom portion, you e-mail Mr. Gurvits on  
23 August 14th at 11:43 a.m., and you say, I have a  
24 new ethical problem. Trying to resolve it.

25 Do you see that?